DATED 29 JANUARY **2019**

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

and

(2) HAMPSHIRE COUNTY COUNCIL

and

(3) HOMES AND COMMUNITIES AGENCY

AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to land at the former Colt International Ltd, New Lane, Havant, PO9 2LY

Ref: RB/012272

THIS AGREEMENT is made on 29 JANUARY 2019

BETWEEN:

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

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

3. **HOMES AND COMMUNITIES AGENCY** of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington WA3 7QH (**Owner**).

BACKGROUND

(A) For the purposes of the Act, the 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 purpose of the Transport Act 1985 and 2000.

(C) The Owner is the freehold owner of the whole of the Land.

(D) The Owner has submitted the Application to the Council for permission to develop the Land in accordance with the Planning Permission.

(D) The Owner enters into this Agreement in anticipation of the grant of Planning Permission being made subject to the Owner entering into this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.

(E) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the 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"	the Town and Country Planning Act 1990
"Affordable Dwellings"	means 35% of the Dwellings (with fractions rounded up to the nearest whole number) constructed on the Land to be provided as units of Affordable Housing as part of the Development and in accordance with the Affordable Housing Mix
"Affordable Housing"	means Dwellings that:

(a) meets 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 of Schedule 1 or such other number, size and tenure as agreed in writing with the Council

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

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

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

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

"Affordable Rent" means rent which does not exceed:

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

b) the local housing allowance rates, unless otherwise agreed in writing with the 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" this deed of Agreement

"Application" the application submitted by the Owner to the Council for planning permission to carry out the Development and given the Council's reference number APP/18/00244

"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, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of

services, and "Commence" and similar expressions shall be construed accordingly

"Common Parts" means the parts of the Land which are intended to benefit the occupiers of the Dwellings as a whole or to enhance their occupation or the character and visual amenities of the Employment Units and shall without prejudice to the generality thereof include the unadopted roads, communal parking areas, footways, footpaths, landscaped areas, street lighting, amenity spaces, drainage features, stream, bund and acoustic fence

but do not comprise:

(a) a Dwelling or the curtilage of a Dwelling; and
(b) an Employment Unit or the curtilage of an Employment Unit; and
(c) communal areas forming part of any residential block of flats, such as stairwells, lifts, lighting etc.

"Development" the Residential Development and the Employment Development in accordance with the Planning Permission

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

"Disposal" in relation to each Dwelling means:

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

I. a person who 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. who 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;

in relation to an Employment Unit means:

(e) the first Occupation by anyone permitted or suffered to occupy the Employment Unit whether by:

I. a person who has acquired or has contracted to acquire any of the estates further defined in this definition at (f) or (g) below in the Employment Unit; or

II. who otherwise Occupies the Employment Unit;

(f) the creation of a legal term of years in respect of the Employment Unit; or

(g) the transfer of a freehold interest in respect of the Employment Unit

and "Dispose" and "Disposed of" shall be construed accordingly

"Dwelling"	means a self-contained unit of residential accommodation (including houses, flats and maisonettes) constructed on the Land pursuant to the Planning Permission and "Dwellings" shall be construed accordingly
"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 Council and the expression "Eligible Person" shall be construed accordingly
"Employment Development"	means the construction of 2860 sqm of employment floor space on the Employment Land in accordance with the Planning Permission
"Employment Land"	means the part of the Land upon which the Employment Units are intended to be built shown coloured orange and described as the "Employment Zone (0.82 hectares)" on Plan 2
"Employment Land Bond"	means a bond issued by a Surety in the form annexed at Appendix 3 to this Agreement (or such other form as the Council shall approve) for the Employment Land Bond Amount
"Employment Land Bond Amount"	means 10% of the open book construction costs for the Employment Land SuDs as approved in accordance with Schedule 2
"Employment Land Cash Deposit"	means a lump sum payment in cash of a sum being 10% of the open book construction costs for the Employment Land SuDs as approved in accordance with Schedule 2
"Employment Land Common Parts"	means the Common Parts forming part of the Employment Land but excluding the Residential Land Common Parts
"Employment Land Management Agreement"	means an agreement made between the Owner and the Employment Land Management Company setting out the terms of appointment of the Employment Land Management Company with respect to the Employment Development, including the Employment Land Management Company's responsibilities in implementing and performing the obligations as contained within the Employment Land Management Plan

"Employment Land Management Company"	means a company limited by guarantee or by shares and established in accordance with the provisions of Schedule 1 to be charged with the management of the Employment Land Common Parts and Employment Land SuDs
"Employment Land Management Plan"	means a plan for the maintenance and management of the Employment Land Common Parts and Employment Land SuDs for the lifetime of the Employment Development including details of how the costs of maintenance and management shall be met by owner-occupiers of the Employment Units to be proposed by the Owner and approved by the Council in accordance with the provisions of Schedule 2
"Employment Land SuDs"	means a sustainable drainage system for the Employment Development in accordance with the specification agreed in writing by the Council
"Employment Land Travel Plan"	means the final and full form travel plan based on the Framework Travel Plan for the Employment Land such travel plan to be approved by the County Council in accordance with this Agreement
"Employment Land Travel Plan Bond"	means a cash deposit in the sum of £30,600 being the sum of the cost of implementation and compliance with the targets/measures of the Employment Land Travel Plan (as estimated by the County Council) plus 10% thereof
"Employment Units"	means the commercial unit or commercial units to be constructed on the Employment Land and the expression "Employment Unit" shall be construed accordingly
"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 and attached at Appendix 4
"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 Council or in the event that nobody has been nominated such other body or organisation as the Council shall first approve in writing
"Highways Agreement"	means an agreement made under section 278 and/or section 38 of the Highways Act 1980 to secure the Sustainable Access Works
"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 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
"Index Linked"	means increased in accordance with the following formula: Amount payable = the payment specified in this deed x (A/B) where: A = the last figure published for the Consumer Prices Index that applied immediately preceding the date that payment was due B = the last figure published for the Consumer Prices Index that applied immediately prior to 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 freehold property being land known as the former Colt International Ltd, New Lane, Havant, PO9 2LY (but excluding land that forms part of the public highway) shown edged red on Plan 1 and registered at the Land Registry with title number HP26714
"Local Connection"	means a connection to the administrative area of the 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 Council.
"Low Cost Home Ownership Dwellings"	means Help to Buy products as defined by Homes England including Shared Ownership Dwellings
"Marketing Period"	means a period of two (2) years from the date specified in the notice provided in accordance with paragraph 2.2 of Schedule 5 as the date by which the marketing of the Employment Units will begin
"Marketing Strategy"	means the marketing strategy aimed at promoting the development, sale and occupation of the Employment Land and/or Employment Units
"Monitoring Fee"	means the sum of £10,000 as a contribution towards the costs incurred by the 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, including the SRMS
"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" shall be similarly construed
"Open Market Dwellings"	means Dwellings which are not Affordable Dwellings
"Plan 1"	means the site location plan attached at Appendix 1 to this Agreement with drawing number A090070-182 (ST1) 01
"Plan 2"	means the site development plan attached at Appendix 2 to this Agreement with drawing number A090070-182 (ST1) 51 revision A
"Planning Permission"	means the conditional planning permission that may be granted in pursuance of the Application
"Reserved Matters Application"	means the application or applications submitted by the Owner or on behalf of the Owner for reserved matters approval with respect to details that have been reserved by the Planning Permission as matters for further approval by the Council
"Residential Bond"	means a bond issued by a Surety in the form annexed at Appendix 3 to this Agreement (or such other form as the Council shall approve) for the Residential Bond Amount
"Residential Bond Amount"	means 10% of the open book construction costs for the Residential SuDs as approved in accordance with Schedule 2
"Residential Cash Deposit"	means a lump sum payment in cash of a sum being 10% of the open book construction costs for the Residential SuDs as approved in accordance with Schedule 2
"Residential Common Parts"	means: a) the Common Parts forming part of the Residential Land; and b) the Common Parts forming part of the Employment Land but which are required to serve the Residential Development either wholly or in part
"Residential Development"	means the construction of up to 100 Dwellings in accordance with the Planning Permission
"Residential Land"	means that part of the Land which is not the Employment Land
"Residential Land Travel Plan"	means the final and full form travel plan based on the Framework Travel Plan for the Residential Land such travel plan to be approved by the County Council in accordance with this Agreement

"Residential Land Travel Plan Bond"	means a cash deposit in the sum of £30,600 being the sum of the cost of implementation and compliance with the targets/measures of the Residential Land Travel Plan (as estimated by the County Council) plus 10% thereof
"Residential Management Agreement"	means an agreement made between the Owner and the Residential Management Company setting out the terms of appointment of the Residential Management Company with respect to the Residential Development, including the Residential Management Company's responsibilities in implementing and performing the obligations as contained within the Residential Management Plan
"Residential Management Company"	means a company limited by guarantee or by shares and established in accordance with the provisions of Schedule 1 to be charged with the management of the Residential Common Parts and Residential SuDs
"Residential Management Plan"	means a plan for the maintenance and management of the Residential Common Parts and Residential SuDs 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 to be proposed by the Owner and approved by the Council in accordance with the provisions of Schedule 2
"Residential SuDs"	means a sustainable drainage system for the Residential Development including the sustainable drainage system forming part of the Employment Land but is required to serve the Residential Development either wholly or in part and built in accordance with the specification agreed in writing by the Council
"Sustainable Access Works"	means the highway works on the Residential Land comprising of: a) a new pedestrian/cyclist refuge island on Bartons Road; b) a new 3 metres shared use footway/cycleway from the eastern site access to Martin Road; and c) uncontrolled crossing facilities on New Lane and Martin Road as shown in principle on drawing number A090070-182-SK04 Rev B, annexed at Appendix 5 to this Agreement
"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 Area from increased visitor pressure arising from housebuilding adopted by the Solent Recreation Mitigation Partnership in December 2017
"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 of 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 dated 1 April 2018
"Surety"	means a bank or other financial institution as may be nominated by the Owner and approved by the Council for either the Residential Bond and/or the Employment Land Bond
"Travel Plan Approval Fee"	means the sum of £1,500 payable by the Owner to the County Council towards the costs incurred or to be incurred by the County Council in approving either the Residential Land Travel Plan or the Employment Land Travel Plan
"Travel Plan Monitoring Fee"	means the sum of £15,000 payable by the Owner to the County Council in accordance with the provisions of Schedule 3 paragraphs 1.5 and 2.5 towards the costs to be incurred by the County Council in monitoring a travel plan
"Working Day"	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 any references to the Council and 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 or consent of the parties such approval or consent 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 sections 106 of the Act, Section 111 of the Local Government Act 1972 and 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 are enforceable by the Council and the County Council.

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 Council or the County Council of any of its statutory powers, functions or discretions in relation to the Land or otherwise.

4 COMMENCEMENT

This Agreement shall have effect from the date hereof.

5 OWNER COVENANTS

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

6 COUNCIL AND COUNTY COUNCIL COVENANTS

The 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 shall be registered by the Council as a Local Land Charge in the Register of Local Land Charges maintained by the Council.

8 RELEASE

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 except in respect of any breach subsisting prior to parting with such interest.

8.2 No planning obligation contained in this Agreement shall be binding on any land held by any of the statutory utilities for their statutory functions.

9 NOTICES

9.1 The Owner agrees with the Council to give the 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 the transferee's full name and

9.1.1 registered office where the transferee Owner 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.

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 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 Owner shall pay to the Council their reasonable and proper legal costs up to the sum of £2,970 and in respect of the County Council their reasonable and proper legal costs up to the sum of £2,100, in connection with the preparation, negotiation and completion of this Agreement together with the County Council's development control costs of £900.

11 DETERMINATION OF DISPUTES

11.1 Subject to clause 11.6, 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 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 30 Working Days of his appointment.

11.4 Responsibility for the costs of referring a dispute to a 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 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.

11.6 The provisions of this clause 11 shall not affect the ability of the Council to apply for and be granted declamatory 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 his Agreement and their successors in title.

13 INDEXATION

13.1 Subject to clause 13.2, all financial contributions payable to the Council shall be Index Linked.

13.2 The SRMS Contribution shall be index linked in accordance with the figures supplied to the Council by the Solent Recreation Mitigation Partnership.

13.3 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 deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council or the County Council (as appropriate) shall advise the Owner in writing.

14 INTEREST

If any financial contribution due under this Agreement is paid late Interest will be payable from the date payment is due 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 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 the Commencement of 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 apply to any planning permission subsequently granted under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission (a "Subsequent Permission") and the Planning Permission shall be

construed to include the development as stated in the Subsequent Permission unless otherwise required by the Council or the circumstances in clause 17.1.2 arise.

19 MORTGAGEES

19.1 The parties agree that any mortgagee or chargee from time to time will only be liable for any breach of the provisions of this Agreement:

19.1.1 to the extent that such breach affects a part of the Land in which the mortgagee or chargee has a legal interest; and

19.1.2 arising during such period as it is a mortgagee or chargee in possession of the whole or any part of the Land.

19.2 For the avoidance of doubt, a mortgagee or chargee will not be liable for any breach of the provisions of this Agreement after it has parted with or released its interest in the relevant part of the Land.

20 JURISDICTION

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

20.2 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.

EXECUTED as a **DEED** by affixing

THE COMMON SEAL of the **COUNCIL OF THE**

BOROUGH OF HAVANT

in the presence of:

13365

[redacted]

Authorised Signatory

EXECUTED as a **DEED** by affixing

THE COMMON SEAL of

HAMPSHIRE COUNTY COUNCIL

in the presence of



[redacted]

Authorised Signatory

THE COMMON SEAL of
THE HOMES AND COMMUNITIES AGENCY
was hereunto affixed in the presence of



[redacted]

Authorised Signatory

Paul Tanner
Senior Specialist
Operational Risk

.....

Print Name

SCHEDULE 1

Affordable Housing

The Owner covenants with the 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

1.2 that the Affordable Housing Mix shall consist of:

1.2.1 70% Affordable Rented Dwellings (with fractions rounded up to the nearest whole number); and

1.2.2 30% Shared Ownership Dwellings (with fractions rounded down to the nearest whole number); or

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

2. AFFORDABLE DWELLINGS

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

2.2 not to Dispose nor permit Disposal of more than 60% of the Open Market Dwellings until 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 long leasehold interests with a term of not less than 125 years

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

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

2.5 not to let any Affordable Rented Dwellings to persons other than persons nominated by the Council

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

2.6.1 a covenant not to use the Affordable Dwellings otherwise than for the provision of Affordable Housing; and

2.6.2 a covenant not to Dispose of any of the Affordable Dwellings other than for the purpose of providing Affordable Housing to Eligible Persons; and

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

3. 100% EQUITY SHARE

The provisions in paragraphs 2 of 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 Dwelling or in respect of any 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 clause Chargee means:

- any mortgagee or chargee and their successors in title;
- any receiver, administrative receiver or administrator appointed under the Law of Property Act 1925, or
- any other person appointed under any security document to enable a Chargee to realise its security

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

4.2 The provisions of this Agreement relating to Affordable Dwellings shall not be binding on a Chargee PROVIDED THAT the Chargee will have:

4.2.1 given not less than 10 Working Days' notice to the Council of the date when it intends to commence the steps necessary to achieve a Disposal of any of the Affordable Dwellings **("Date")**; and

4.2.2 used reasonable endeavours and diligently and actively pursued over a period of three months from the Date to complete a Disposal of an/any Affordable Dwellings to either:

- another Affordable Housing Provider; or
- to the Council.

4.3 Any Disposal referred to in clause 4.2.2 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.

4.4 In the event that a Disposal referred to in clause 4.2 shall not have been completed within the period of three months referred to in clause 4.2.2, the Chargee will be entitled to Dispose of the relevant Affordable Dwelling(s) free from the provisions of this Agreement relating to Affordable Housing.

4.5 For the avoidance of doubt the release referred to in clause 4.4 only applies to the Affordable Dwelling(s) which is/are the subject of the Disposal in accordance with the provisions of this clause 4.

SCHEDULE 2

Management of Common Parts and SuDs Management

The Owner (and the Council where relevant) covenants:

1. RESIDENTIAL MANAGEMENT COMPANY AND RESIDENTIAL MANAGEMENT PLAN

1.1 Not to Commence the Residential Development until the Council has approved in writing the Owner's 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 Council covenants that it will notify the Owner that it either approves or rejects the proposal referred to in paragraph 1.1 of Schedule 2 within one month of receipt. If notification is not received within that time, the proposal/s will be deemed to be approved. If notification of a refusal is received by the Owner within the aforementioned time period, the Owner shall continue to comply with the obligation at paragraph 1.1 of Schedule 2 until such time as the Council approves the proposal or deemed approval applies.

1.3 Not later than three months following Commencement of the Residential Development to submit to the Council in writing the Owner's proposal for the Residential Management Plan.

1.4 The Council covenants that it will notify the Owner that it either approves or rejects the proposal referred to in paragraph 1.3 of Schedule 2 within one month of receipt. If notification is not received within that time, the proposal/s will be deemed to be approved. If notification of a refusal is received by the Owner within the aforementioned time period, the Owner shall submit a further proposal or proposals until such time as the Council approves the proposal or deemed approval applies.

1.5 Not later than six months from Commencement of the Residential Development the Owner shall 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 the Council) and to notify the Council accordingly within fourteen days of the completion of the registration of the Residential Management Company

1.6 Not to allow or permit Disposal of any Dwelling until:

1.6.1 the Residential Management Company has been formed in accordance with the approved or deemed approved proposal; and

1.6.2 the Residential Management Plan has been approved in writing or deemed approved by the Council.

1.7 To secure the proper maintenance of the Residential Common Parts and Residential SuDs to the reasonable satisfaction of the Council until such time as:

1.7.1 the Residential Management Company is registered and the Residential Management Plan has been approved or deemed approved by the Council; and

1.7.2 the maintenance arrangements for the Residential Common Parts and Residential SuDs in accordance with the Residential Management Plan have been implemented; and

1.7.3 the transfer or the granting of a long leasehold interest of the Residential Common Parts and Residential SuDs to the Residential Management Company is completed; or

1.7.4 the transfer or the granting of a long leasehold interest of the Residential Common Parts to the Residential Management Company is completed and the Residential SuDs is adopted by a statutory undertaker.

1.8 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 Owner shall (without prejudice to any other right or remedy of the Owner against the Residential Management Company or any other person) perform the said covenants and obligations until the appointment by the Owner of a successor to the Residential Management Company.

2. EMPLOYMENT LAND MANAGEMENT COMPANY AND EMPLOYMENT LAND MANAGEMENT PLAN

2.1 In the event that the Employment Land is not to be occupied by a single occupier then following provisions will apply:

2.1.1 The Employment Development shall not Commence until the Council has approved in writing the Owner's proposal for the formation of the Employment Land Management Company and such proposal shall include full details of the proposed structure and voting rights of the Employment Land Management Company.

2.1.2 The Council covenants that it will notify the Owner that it either approves or rejects the proposal referred to in paragraph 2.1.1 of Schedule 2 within one month of receipt. If notification is not received within that time, the proposal/s will be deemed to be approved. If notification of a refusal is received by the Owner within the aforementioned time period, the Owner shall continue to comply with the obligation at paragraph 2.1.1 of Schedule 2 until such time as the Council approves the proposal or deemed approval applies.

2.1.3 Not later than three months following Commencement of the Employment Development to submit to the Council in writing the Owner's proposal for the Employment Land Management Plan which shall include such arrangements as may be necessary for facilitating the Owner or the Residential Management Company (as appropriate) in discharging its obligations to manage and maintain the Residential Common Parts and Residential SuDs located on the Employment Land in accordance with the Residential Management Plan.

2.1.4 The Council covenants that it will notify the Owner that it either approves or rejects the proposal referred to in paragraph 2.1.3 of Schedule 2 within one month of receipt. If notification is not received within that time, the proposal/s will be deemed to be approved. If notification of a refusal is received by the Owner within the aforementioned time period, the Owner shall submit a further proposal or proposals until such time as the Council approves the proposal or deemed approval applies.

2.1.5 Not later than six months from Commencement of the Employment Development the Owner shall take all necessary steps to secure the formation and registration of the Employment Land Management Company at Companies House (taking into account any modifications reasonably required by the Council) and to notify the Council

accordingly within fourteen days of the completion of the registration of the Employment Land Management Company

2.1.6 The Owner shall not allow or permit Occupation of any Employment Unit until:

(a) the Employment Land Management Company has been formed in accordance with the approved or deemed approved proposal; and

(b) the Employment Land Management Plan has been approved in writing or deemed approved by the Council.

2.1.7 The Owner shall secure the proper maintenance of the Employment Land Common Parts and Employment Land SuDs to the reasonable satisfaction of the Council until such time as:

(a) the Employment Land Management Company is registered and the Employment Land Management Plan has been approved or deemed approved by the Council; and

(b) the maintenance arrangements for the Employment Land Common Parts and Employment Land SuDs in accordance with the Employment Land Management Plan have been implemented; and

(c) the transfer or the granting of a long leasehold interest of the Employment Land Common Parts and Employment Land SuDs to the Employment Land Management Company is completed; or

(d) the transfer or the granting of a long leasehold interest of the Employment Land Common Parts to the Employment Land Management Company is completed and the Employment Land SuDs is adopted by a statutory undertaker.

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

2.2 In the event that the Employment Land is to be occupied by a single occupier then the following provisions shall apply:

2.2.1 Not later than three months following Commencement of the Employment Development to submit to the Council in writing the Owner's proposal for the Employment Land Management Plan which shall include such arrangements as may be necessary for facilitating the Owner or the Residential Management Company (as appropriate) in discharging its obligations to manage and maintain the Residential Common Parts and Residential SuDs located on the Employment Land in accordance with the Residential Management Plan.

2.2.2 The Council covenants that it will notify the Owner that it either approves or rejects the proposal referred to in paragraph 2.2.1 of Schedule 2 within one month of receipt.

If notification is not received within that time, the proposal/s will be deemed to be approved. If notification of a refusal is received by the Owner within the aforementioned time period, the Owner shall submit a further proposal or proposals until such time as the Council approves the proposal or deemed approval applies.

2.2.3 The Owner shall not allow or permit Occupation of any Employment Unit until the Employment Land Management Plan has been approved in writing or deemed approved by the Council.

3. RESIDENTIAL SUDS

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

3.2 The Council covenants that it shall within ten Working Days notify the Owner that it either approves the open book construction costs for the Residential SuDs as submitted or proposes such reasonable amendments as are considered necessary. In the event that the Council fails to respond to the open book construction costs for the Residential 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 Residential SuDs are proposed by the Council, the Owner shall not more than ten Working Days after receiving the Council's proposed amendments revise the open book construction costs for the Residential SuDs in accordance with the proposed amendments.

3.4 on or before Commencement of the Residential Development to:

3.4.1 provide to the Council a Residential Bond for the Residential Bond Amount; or

3.4.2 pay the Residential Cash Deposit.

3.5 the Residential Bond shall endure, or the Residential Cash Deposit shall be retained by the Council until:

3.5.1 the Residential SuDS are adopted by a statutory undertaker; or

3.5.2 the Residential SuDs are transferred to a Residential Management Company; or

3.5.3 if earlier the date of completion of construction of the Residential SuDS to the reasonable satisfaction of the Council.

3.6 If:

i) the Owner fails to construct the Residential SuDs in accordance with the details as approved by the Council in writing; or

ii) prior to completion of the Residential SuDs the Owner is adjudicated bankrupt or goes into liquidation voluntarily or otherwise; or

iii) has executed a deed of assignment for the benefit of or otherwise compound with its creditors (except for the purpose of reconstruction or amalgamation)

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

- by written notice require the Surety to pay for; or
- the Residential Cash Deposit may be applied to:

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

4. EMPLOYMENT LAND SUDS

4.1 Not less than two months prior to Commencement of the Employment Development to submit to the Council for its approval a bill of quantities detailing the open book construction costs for the Employment Land SuDs.

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

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

4.4 on or before Commencement of the Employment Development to:

4.4.1 provide to the Council an Employment Land Bond for the Employment Land Bond Amount; or

4.4.2 pay the Employment Land Cash Deposit.

4.5 the Employment Land Bond shall endure, or the Employment Land Cash Deposit shall be retained by the Council until:

4.5.1 the Employment Land SuDS are adopted by a statutory undertaker; or

4.5.2 the Employment Land SuDs are transferred to a Employment Land Management Company; or

4.5.3 if earlier the date of completion of construction of the Employment Land SuDS to the reasonable satisfaction of the Council.

4.6 If:

i) the Owner fails to construct the Employment Land SuDs in accordance with the details as approved by the Council in writing; or

ii) prior to completion of the Employment Land SuDs the Owner is adjudicated bankrupt or goes into liquidation voluntarily or otherwise; or

iii) has executed a deed of assignment for the benefit of or otherwise compound with its creditors (except for the purpose of reconstruction or amalgamation)

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

- by written notice require the Surety to pay for; or
- the Employment Land Cash Deposit may be applied to:

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

SCHEDULE 3

Travel Plan

The Owner covenants as follows with the County Council: in respect of paragraphs 1 with the intent of binding the Residential Land only and in respect of paragraph 2 with the intent of binding the Employment Land only:

1 RESIDENTIAL LAND TRAVEL PLAN

1.1 Not to Commence nor permit Commencement of Development on the Residential Land unless or until it has prepared and secured the written approval of the County Council to the Residential Land Travel Plan

1.2 Not Occupy nor permit Occupation of any Dwelling on the Residential Land or any part thereof unless and until it has implemented the Residential Land Travel Plan in accordance with the requirements and timetable of the approved Residential Land Travel Plan

1.3 Without prejudice to the approved Residential Land Travel Plan the Owner shall not Occupy nor permit Occupation of the Residential Land (or any part thereof) unless and until it has appointed a travel plan co-ordinator for the Residential Land to implement the Residential Land Travel Plan and has notified the County Council in writing of such appointment

1.4 Prior to Commencement of Development of the Residential Land to pay to the County Council the Travel Plan Approval Fee

1.5 Not to Occupy nor permit Occupation of the Residential Land (or any part thereof) unless and until it has paid to the County Council the Travel Plan Monitoring Fee

1.6 Not to Occupy nor permit Occupation of the Residential Land unless and until it has provided to the County Council the Residential Land Travel Plan Bond 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 Occupation of the Residential Land to deliver the agreed measures/ targets and/or comply with any/all of the measures/targets contained within the approved Residential Land Travel Plan then either:

1.6.1 the Owner shall pay to the County Council within 20 working days of written demand such sum as may be certified by the Director to be reasonably required up to the amount of the Residential Land Travel Plan Bond; or

1.6.2 the County Council shall use the Residential Land Travel Plan Bond

in order to remedy the failure to achieve and implement the agreed measures/targets contained within the approved Residential Land Travel Plan or such alternative measures as the Director in his absolute discretion determines will achieve the overall aims of the approved Residential Land Travel Plan

1.7 On the expiry of five years of Occupation of the Residential Land the County Council shall return to the Owner the full or remaining balance of the Residential Land Travel Plan Bond

1.8 That if it or its successors in title Occupy the Residential Land or any part thereof it or they will implement the approved Residential Land Travel Plan relating to the Residential Land or such part of the Residential Land to be Occupied and shall use all reasonable endeavours to achieve the targets set therein

1.9 That it will in relation to the Residential Land include in any tenants lease or occupier's license of any part or parts of the Residential Land a covenant that the tenant or occupier will implement the approved Residential Land Travel Plan in respect of such part or parts of the Residential Land and further that it will use all reasonable endeavours to enforce such obligations against any such tenant or occupier

1.10 That within 20 Working Days of the letting of the Residential Land or any part or parts thereof it will procure the delivery to the County Council of a notice giving the following details:

1.10.1 the name and address of the tenant;

1.10.2 a description of the premises demised;

1.10.3 the length of the term; and

1.10.4 a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the Residential Land Travel Plan

1.10.5 For the avoidance of doubt, paragraphs 1.8 and 1.9 of this Schedule 3, shall not be enforceable against individual purchasers

2 EMPLOYMENT LAND TRAVEL PLAN

2.1 Not to Commence nor permit Commencement of Development on the Employment Land unless or until it has prepared and secured the written approval of the County Council to the Employment Land Travel Plan

2.2 Not Occupy nor permit Occupation of any building on the Employment Land or any part thereof unless and until it has implemented the Employment Land Travel Plan in accordance with the requirements and timetable of the approved Employment Land Travel Plan

2.3 Without prejudice to the approved Employment Land Travel Plan the Owner shall not Occupy nor permit Occupation of the Employment Land (or any part thereof) unless and until it has appointed a travel plan co-ordinator for the whole of the Employment Land to implement the Employment Land Travel Plan and has notified the County Council in writing of such appointment

2.4 Prior to Commencement of Development of the Employment Land to pay to the County Council the Travel Plan Approval Fee

2.5 Not to Occupy not permit Occupation of the Employment Land (or any part thereof) unless and until it has paid to the County Council the Travel Plan Monitoring Fee

2.6 Not to Occupy nor permit Occupation of the Employment Land unless and until it has provided to the County Council the Employment Land Travel Plan Bond 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 Occupation of the Employment Land to deliver the agreed measures/ targets and/or comply with any/all of the measures/targets contained within the approved Employment Land Travel Plan then either:

2.6.1 the Owner shall pay to the County Council within 20 Working Days of written demand such sum as may be certified by the Director to be reasonably required up to the amount of the Employment Land Travel Plan Bond; or

2.6.2 the County Council shall use the Employment Land Travel Plan Bond

in order to remedy the failure to achieve and implement the agreed measures/targets contained within the approved Employment Land Travel Plan or such alternative measures as the Director in his absolute discretion determines will achieve the overall aims of the approved Employment Land Travel Plan

2.7 On the expiry of five years of Occupation of the Employment Land the County Council shall return to the Owner the full or remaining balance of the Employment Land Travel Plan Bond

2.8 That if it or its successors in title Occupy the Employment Land or any part thereof it or they will implement the approved Employment Land Travel Plan relating to the Employment Land or such part of the Employment Land to be Occupied and shall use all reasonable endeavours to achieve the targets set therein

2.9 That it will in relation to the Employment Land include in any tenants lease or occupier's license of any part or parts of the Employment Land a covenant that the tenant or occupier will implement the approved Employment Land Travel Plan in respect of such part or parts of the Employment Land and further that it will use all reasonable endeavours to enforce such obligations against any such tenant or occupier

2.10 That within 20 Working Days of the letting of the Employment Land or any part or parts thereof it will procure the delivery to the County Council of a notice giving the following details:

2.10.1 the name and address of the tenant;

2.10.2 a description of the premises demised;

2.10.3 the length of the term; and

2.10.4 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

2.10.5 For the avoidance of doubt, paragraphs 2.8 and 2.9 of this Schedule 3, shall not be enforceable against occupiers of Employment Units

SCHEDULE 4

Solent Recreation Mitigation Strategy Contribution

The Owner (and the Council where relevant) covenants:

1. SRMS CONTRIBUTION

1.1 Within one month after the date that all Reserved Matters Applications are approved by the Council, the Council shall calculate the SRMS Contribution in accordance with the formula set out at paragraph 2.1 of Schedule 4 and shall notify the Owner in writing of the SRMS Contribution.

1.2 The Owner shall not construct or permit construction of any Dwelling on the Land until it has paid or caused to be paid to the Council the SRMS Contribution.

1.3 In the event that all of the following apply:

a) the Council has failed to provide the calculation referred to in paragraph 1.1 within the stated time period; and

b) after the expiry of the stated time period in paragraph 1.1, the Owner has given not less than 10 Working Days written notice to the Council that it intends to Commence the Residential Development; and

c) the Council within 10 Working Days of the date of receipt (as determined by clause 9.4) of the Owner's notice under paragraph 1.3 (b) above, still failed to notify the Owner in writing of the calculation of the SRMS contribution,

then paragraph 1.2 shall not apply.

1.4 The Owner shall irrespective of the provisions of paragraph 1.3 pay the SRMS Contribution to the Council within 14 Working Days of receipt of the notification of the calculation of the SRMS Contribution.

2. SRMS CALCULATION

2.1 The SRMS Contribution shall be calculated in accordance with the following formula:

SRMS Contribution = A x B plus indexation as advised to the Council by the Solent Recreation Mitigation Partnership

Where:

A = the number of dwellings at the applicable bedroom rate given in the table below

B = the applicable bedroom rate given in the table below determined in accordance with the number of bedrooms per dwelling

SRMS Contribution Rates (index linked)	
No of Bedrooms	**Amount**
1	£337
2	£487
3	£637
4	£749
5+	£880

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:

	A	B	
	Number of dwellings	Applicable Rate	
	2 x	£487	£974
	2 x	£637	£1274
Total Contribution due			**£2248**

SCHEDULE 5

Employment Units

The Owner (and the Council where relevant) covenants:

1. MARKETING STRATEGY

1.1 No later than the Commencement of the Residential Development (or such other date as may be agreed in writing with the Council) the Owner shall submit to the Council and obtain the Council's prior written approval to the Marketing Strategy.

1.2 The Residential Development shall not Commence until the Council has approved in writing the Marketing Strategy or deemed approval applies.

1.3 The Council covenants that it will notify the Owner that it either approves or rejects the proposed Marketing Strategy submitted in accordance with paragraph 1.1 above within one month of receipt.

1.4 If notification of a refusal of the proposed Marketing Strategy is received by the Owner within the relevant period provided at paragraph 1.3 above, the Owner shall:

1.4.1 submit a further revised proposal or proposals for the Marketing Strategy; and

1.4.2 continue to comply with the obligation at paragraph 1.1 above

until such time as the Council approves the Marketing Strategy or deemed approval applies.

1.5 The Marketing Strategy shall be deemed to have been approved where:

1.5.1 the Council has not approved the proposed Marketing Strategy; and

1.5.2 the Council has not notified the Owner that it rejects the proposed Marketing Strategy within one month of its first submission.

2. MARKETING PERIOD

2.1 Within three months of approval of the Marketing Strategy or deemed approval of the Marketing Strategy, the Owner shall use reasonable endeavours and diligently and actively market the Employment Units during the Marketing Period in accordance with the approved or deemed approved Marketing Strategy.

2.2 The Owner shall provide the Council not less than 5 Working Days written notice of the date it intends to begin marketing the Employment Units in accordance with the approved or deemed approved Marketing Strategy.

2.3 The Owner shall at the written request of the Council provide within 10 Working Days such evidence as the Council shall reasonably require in order to determine the Owner's compliance with paragraph 2.1 above.

2.4 If an Employment Unit or Employment Units is/are Disposed of in accordance with the Marketing Strategy prior to the expiry of the Marketing Period, the obligations at paragraph 2.1 shall cease to apply but only in respect of the Employment Unit or Employment Unit that has been Disposed of.

SCHEDULE 6

Miscellaneous covenants

The Owner covenants with the Council in respect of paragraphs 1, 2 and 3 and the County Council in respect of paragraph 4:

1 COMMENCEMENT

To give to the Council not less than ten Working Days written notice of their intention to Commence Development

2 MONITORING FEE

2.1 Not later than the Commencement of Development to pay to the Council the Monitoring Fee

2.2 Not to Commence or permit Commencement of Development until the Monitoring Fee has been paid

3 SUBMISSION OF DOCUMENTS

To provide when submitting documents or details to the Council and/or County Council pursuant to the Schedules of this Agreement a reference to the 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 Council and/or the County Council.

4 SUSTAINABLE ACCESS WORKS

4.1 Prior to Commencement of Development on the Residential Land to enter into a Highways Agreement with the County Council for the Sustainable Access Works

4.2 Not to Commence or permit the Development on the Residential Land until the Owner has entered into a Highways Agreement with the County Council for the Sustainable Access Works

4.3 That it shall carry out and complete the Sustainable Access Works in accordance with the Highways Agreement

4.4 Not to Occupy, or permit Occupation of any Dwelling on the Residential Land until the Sustainable Access Works have been completed in accordance with the Highways Agreement.

APPENDIX 1

Plan 1

A090070-182 (ST1) 01



WYG

Colt International,
New Lane, Havant

Site location

01

North

A090070-182[ST1]01

Scale 1:2500 @ A3

File: A090070-182[ST1]drf01_v16.vwx

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APPENDIX 2

Plan 2

A090070-182 (ST1) 51 revision A

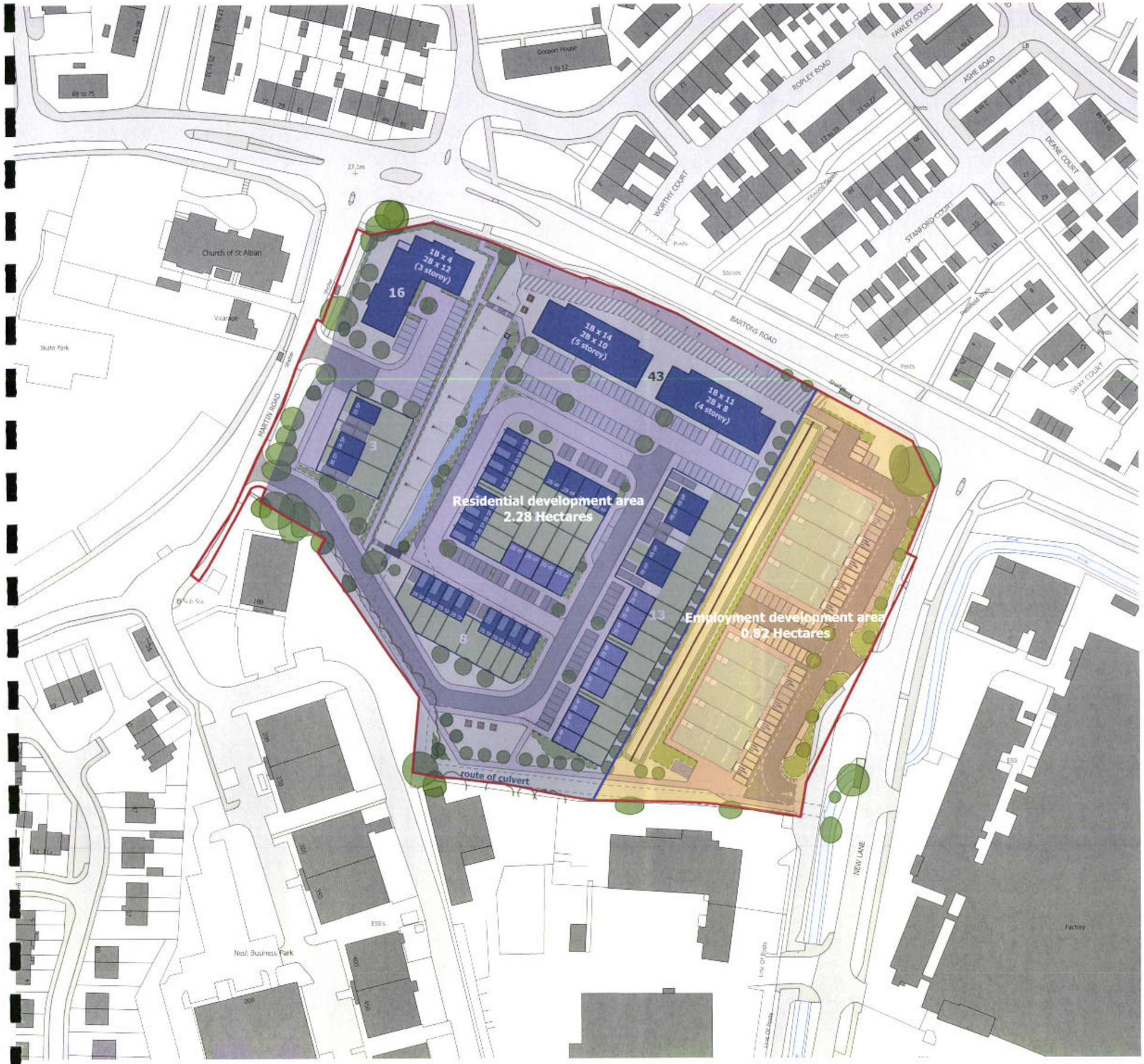
WYG

Colt International, New Lane, Havant
Site Development Plan

51

Key:

- Application boundary
- Employmeny/Residential divide
- Employment zone (0.82 hectares)
- Residential zone (2.28 hecatares)



North

A090070-182[ST1]51 revision A

Scale 1:1250 @ A3

File: A090070-182[ST1]drf01_v16.vwx

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APPENDIX 3

Form of Bond

The Guarantee 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 Guarantee 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 Guarantee 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 Guarantee Bond shall not exceed the sum set out in the Schedule (the 'Bond Amount') but subject to such limitation and to clause 4 the liability of the Guarantor to pay the Bond Amount shall be co-extensive with the liability of the Contractor to pay the Damages under the Contract.

3 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 Guarantee Bond.

4 Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (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 Expiry.

5 The Contractor having requested the execution of this Guarantee 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 The Guarantee 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 Guarantee 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 Guarantee 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:	*insert details of the S106 Agreement*
The Works	the construction of a Sustainable Drainage system in accordance with paragraphs xxx of Schedule xxxxx to the Contract
The Bond Amount:	The sum of (£xxxxxxx) xxxxxxxx pounds sterling only
The Expiry Date:	This Bond will expire for receipt of demands upon the Issue of a certificate of Practical Completion by the Council upon presentation to the Guarantor, by the Contractor of a certified true and correct copy of the Practical Completion Certificate purporting to have been signed under the Contract which shall be conclusive for the purposes of this Guarantee Bond

In witness whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a Deed this day of 201x

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:-)

Director

Director/Secretary

APPENDIX 4

Framework Travel Plan

Homes England

Colt International, New Lane, Havant

Framework Travel Plan

A090070-182

August 2018

Document Information

Prepared for	Homes England
Project Name	Colt International, New Lane, Havant
File Reference	A090070-182 Colt Framework TP
Project Number	A090070-182
Publication Date	August 2018

Contact Information

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1 Introduction

Background and Site Location

1.1 WYG Transport has been appointed by Homes England (the 'Applicant') to prepare a Framework Travel Plan (FTP) to support an outline planning application for the proposed development of the Former Colt International Site (the 'Site').

1.2 The Site is located in north east Havant and lies approximately 2.1km north east of Havant town Centre. The site currently consists of industrial units and associated car parks.

1.3 The site comprises of a broadly rectangular parcel of land bordered to the north by Bartons Road, New Lane to the East and Martin Road to the West. The south side of the site is bordered by industrial units and associated car parks.

1.4 A Strategic Site Location plan, showing the location of the Site in relation to the wider surrounding area, is shown in **Error! Reference source not found.** below.

Figure 1.1 Strategic Site Location



1.5 Havant Borough Council is the Local Planning Authority and Hampshire County Council is the Local Highways Authority.

Development Proposal

1.6 The development proposal is for an outline planning application for a mixed use development of up to 100 dwellings, 2,860m^2 mixed use commercial space, hard and soft landscaping and associated infrastructure. At this stage, no further detail is available on the uses on site; a detailed layout and accommodation schedule will be provided as part of reserved matters applications, which will address the residential and employment parts of the site separately.

1.7 Construction dates are not yet known, however it is likely that in the event of planning consent being granted, construction would commence in late 2019/early 2020, and take around two to three years.

1.8 An illustrative masterplan is included as **Appendix A**. This confirms the separate parts of the site which are intended for residential and employment development. These two parts of the site will be sold separately by Homes England, so separate Full Travel Plans will be needed for each.

What is a Travel Plan?

1.9 A Travel Plan is a package of measures designed to promote access to a site by sustainable modes of transport thereby reducing reliance on single occupancy private car usage. Travel Plans are site specific and tailored to the individual requirements of the type of development and intended users of the site.

1.10 Travel Plans have a set of clear objectives which underpin the purpose for having a Travel Plan. Appropriate measures are identified to help achieve the stated objectives, as well as appropriate monitoring and marketing techniques. A robust plan can have a significant role in reducing the transport impacts of a development, though critical to its success is the commitment of the developer, local authority and other interested parties to ensuring its implementation and progress.

Travel Plan Objectives

1.11 The objectives of the Travel Plan have been identified as follows:

- Seek to minimise the number of single occupancy car journeys made to and from the residential and employment parts of the site, to promote travel by the more sustainable modes of transport, and to manage the overall transport impacts of the two developments. Access to the sites will be improved for sustainable modes of transport, and improvements will be made to the local pedestrian and cycle network.

1.12 Wider environmental, economic and health objectives also apply, such as:

- Reducing carbon emissions;
- Reducing living costs for residents and employees; and
- Improving individual health and fitness.

1.13 These objectives should guide the setting of targets and the types of measures that are implemented.

2 Existing Conditions

Introduction

2.1 In this chapter, the existing transport conditions are considered, including public transport, walking, cycling, highways and traffic.

2.2 This baseline study was informed by a detailed desk-top based research exercise.

Site Location and Description

2.3 The Site is located in north east Havant and lies approximately 2.1km north east of Havant town Centre.

2.4 The site comprises of a broadly rectangular parcel of land bordered to the north by Bartons Road, New Lane borders the site to the East and Martin Road is to the West. The south of the site is bordered by industrial units and associated car parks.

2.5 A Strategic Site Location plan, showing the Site in the context of the wider surrounding area, is provided within **Chapter 1** of this report.

2.6 A detailed site location plan is provided in **Error! Reference source not found.** below.

Figure 2.1 Site Location Plan



2.7 The site currently consists of industrial buildings and associated car parks which gain access via priority junctions on Martin Road and New Lane. It is anticipated that the new residential aspect of the development will access via Martin Road whilst the commercial aspect will access the site via New Lane.

Public Transport

Bus Services

2.8 The nearest bus stops to the site are located on Bartons Road to the north of the site and are within 400m of the entrance on both New Lane and Martin Drive. Both the eastbound and westbound stops have a pole and flag arrangement.

2.9 The stops are served by the 20, 21, 28, 621, and 727 services provided by Stagecoach Buses and Emsworth and District busses. The services provide connections to Horndean Technical College, Havant College, Portsmouth College, Portsmouth and Havant centres. **Table 2.1** shows their service summary.

Table 2.1 Local Bus Services

Route	Route Description	Frequency	
		Weekday (Daytime)	Saturday
20/21	Portsmouth Interchange – Cosham – Queen Alexandra Hospital - Havant	2 per hour	2 per hour
621	Havant – Purbrook – Portsmouth College	1 in AM & 1 in PM term time only	-
727	Chichester – Havant – Purbrook South Downs College	1 in AM & 1 in PM term time only	-
28	Southbourne – Emsworth - Havant	1 per hour	1 per hour

2.10 The review of bus services and frequency highlights weekday, Saturday and Sunday services are of a volume that helps to promote the accessibility of the site.

Rail Services

2.11 The closest rail station is Havant which is within 1.9km. Warblington is a similar distance away and is on the same line as Havant.

2.12 Havant Station is located on the Portsmouth Direct Line which runs between London Waterloo and Portsmouth Harbour. Chichester, Hove and Brighton are also accessible from Havant station to the east with Fareham and Southampton Centre to the west.

2.13 Havant station provides car parking spaces, and secure cycle parking spaces which are available at the front of the station.

2.14 The train service available from Havant can be seen in **Table 3.2**.

Table 2.2 Railway Services at Havant

Direction	Journey Time (min)	Frequency	
		Weekday (Daytime)	Saturday
London Waterloo	90	3 per hour	2 per hour
Portsmouth Harbour	22	4 per hour	4 per hour
Chichester	14	5 per hour	5 per hour
Brighton	65	2 per hour	2 per hour
Southampton Central	42	2 per hour	2 per hour

2.15 The review of rail services from the station confirms the site is highly accessible with trains departing from the station on a weekday; Saturday and Sunday services are also available.

2.16 The site is considered to be very well positioned for future residents choosing public transport as a main mode of travel.

Accessibility to Local Services and Facilities

2.17 There are a number of key services and facilities that exist within walking and / or cycling distance of the proposed residential development site in order to minimise car journeys and promote sustainable travel.

2.18 As set out above, 2km is considered to be within a sensible walking distance of the site. With regards to cycling, relevant guidance states that cycling has the potential to substitute car journeys under 5km. For the purposes of this assessment, a distance of 2km has been used for both walking and cycling accessibility, which is well within relevant guidelines.

2.19 Services within a reasonable walking and / or cycling distance of a residential development should include:

- community buildings / local meeting places;
- education and library services;
- leisure and sports facilities;
- health and social care services;
- shop / market selling food and fresh groceries;
- communication services, such as public internet access and post office;
- bank and / or cash machine;
- public house;
- places of worship; and
- access to public transport, pedestrian walkways and cycle networks.

2.20 A summary of services and facilities located within an accessible distance from the Site is provided in **Table 2.3**.

Table 2.3 Accessible Public Services and Facilities

Service / Facility		Distance from Site (m)	Walking Time (min)	Cycling Time (min)
Education and Childcare Service	Sharps Copse Primary School	643	10	3
	St Alban's Primary School	956	12	3
	Havant Academy	970	12	3
Healthcare Services	Staunton Surgery	1,931	23	6
	Practice in the Park (Dental)	1,448	17	5
Community Services	Saint Alban's Church	150	2	1
	Post Office	1,287	17	6
Food and Groceries	The Cooperative Supermarket	482	7	2
	Tesco Metro	1,290	17	6
	Lidl	1,120	14	4
Transport	Railway Station	2,100	25	7
	Bartons Road Bus Stops	160	2	1
Leisure	Havant Leisure Centre	1,900	23	5
	The Westleigh Public House	480	7	2
	Wyevale Garden Centre	470	6	2

Note: Distances have been measured from the centre of the site.

2.21 Table 2.3 demonstrates that the site is geographically well positioned to connect future residents with employment opportunities, medical facilities, leisure facilities, schools and shops.

Walking and Cycling

Walking

2.22 Good quality footways are in place along all roads within the vicinity of the site. Street lighting and speed limit of 30mph is considered conducive for walking.

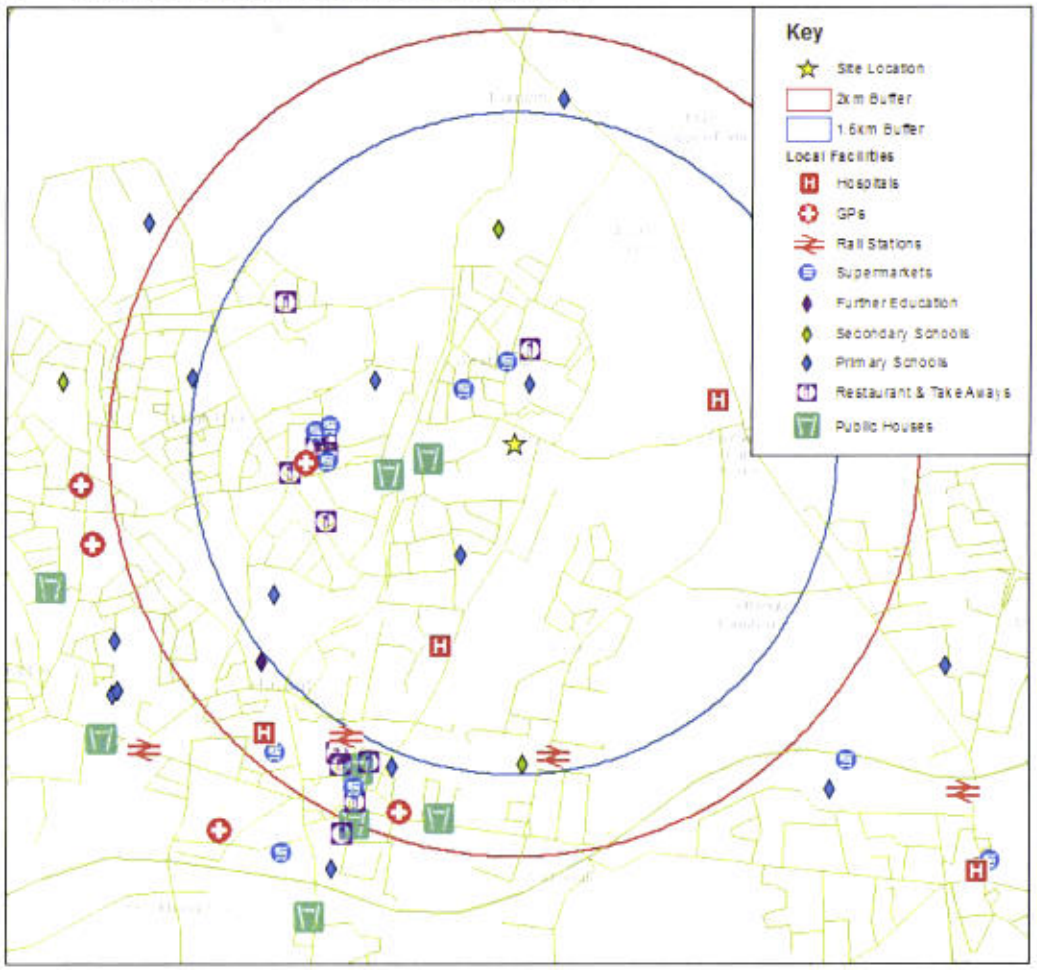
2.23 New Lane provides pedestrian footway from the Site to the centre of Havant and Havant train station.

2.24 According to guidelines issued by the Institute of Highways and Transportation (IHT), 2km is considered to be a sensible walking distance of the Site. The CIHT document 'Planning for Walking', April 2015 states that across Britain approximately 80% of journeys shorter than a mile (1.6km) are made wholly on foot. For journeys that are 1 to 2 miles long, 26% of journeys are made on foot.

2.25 An assessment of all facilities within 2km of the site has been undertaken taking into consideration the range of services that should be available to a residential development.

2.26 Figure 2.1 shows the location of the site to key facilities identified in Table 2.3 previously, with all distances measured along walking routes (not as the crow flies) from the centre of the site..

Figure 2.2 Location of Key Services and Facilities



2.27 A number of key facilities, including supermarkets and a post office, lie within the local centre at Somborne Drive, approximately 1.2km west of the site.

2.28 The most direct route to the site for pedestrians is along Bartons Road, crossing Petersfield Road at its junction with Bartons Road, then continuing west along Billy Lawn Avenue as far as the local centre.

2.29 Along the route, pedestrian infrastructure is good. Footways 2m in width run along both sides of Bartons Road, with the southern footway separated from the carriageway by a grass verge. Street lighting is present along its length. At the signalised junction of Bartons Road and Petersfield Road, a pedestrian phase is included, with crossing points across the eastern and northern arms of the junction, allowing access to Billy Lawn Avenue on the western side. A pedestrian refuge island is present on the eastern arm, and tactile paving and dropped kerbs are located on both arms.

2.30 The remainder of the route is along Billy Lawn Avenue, a local residential road benefitting from 2m wide footways on either side, as well as dropped kerbs at crossing points and street lighting throughout. Upon reaching the local centre, a raised table narrowing with tactile paving provides a crossing point into the eastern end of Greywell Road, and to the south, a zebra crossing provides access to Park Parade, which includes the Post Office.

2.31 Consequently, it is considered that there is a good quality, direct route to Somborne Drive for future residents of the site, which will encourage journeys on foot.

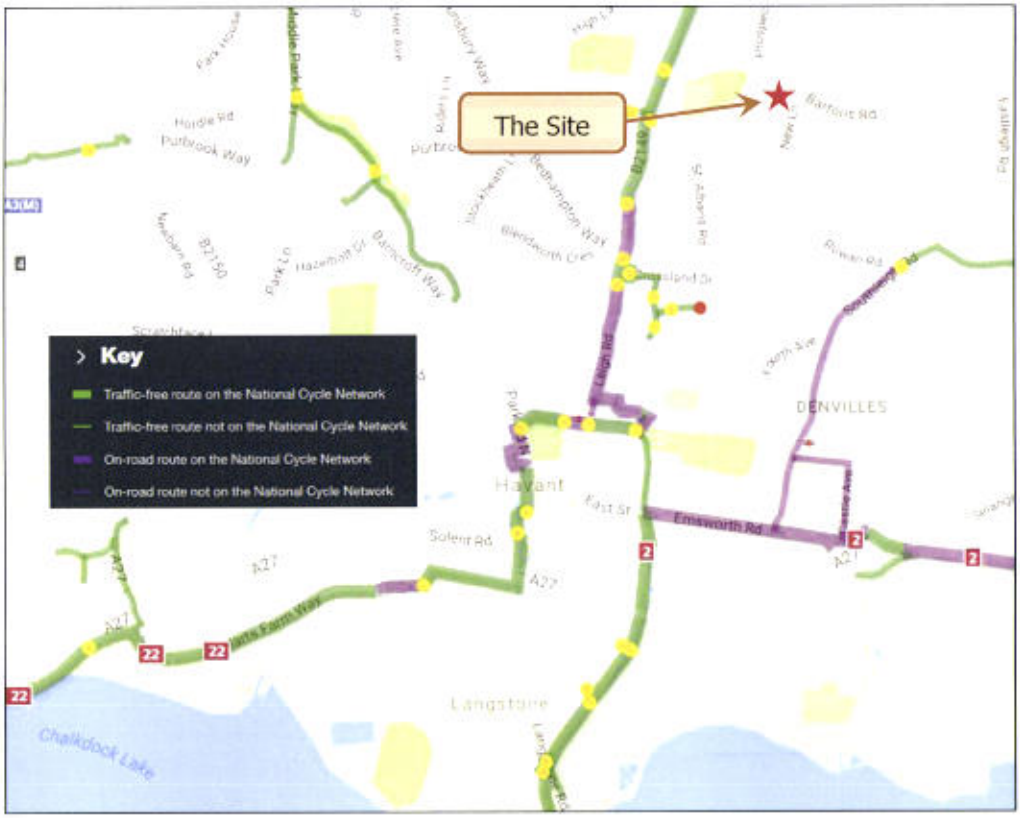
Cycling

2.32 The SUSTRANS website identifies one National Cycle Route in the vicinity of the Site. The National Route 22 connects London with Portsmouth then Brockenhurst via the Isle of Wight. This route can

be accessed via Bartons Road and provides access to the centre of Havant and connection onto National Cycle Route 2 which allows access to Hayling Island. Additional routes are available including a partial traffic-free route between Havant and Waterlooville which gains access to the National Cycle Route 222.

2.33 The cycle routes within close proximity to the site are shown in Error! Reference source not found..

Figure 2.3 Cycle Routes



Summary of Baseline Conditions

2.34 The Site is located to the north east of Havant approximately 2.1km from the town centre. The site comprises of a broadly rectangular parcel of land bordered to the north by Bartons Road, New Lane borders the site to the East and Martin Road is to the West. The south of the site is bordered by industrial units and associated car parks.

2.35 The nearest bus stops are located on Bartons Road within 150m of the site accesses. Both the eastbound and westbound stops are a pole and flag arrangement.

2.36 The review of bus services and frequency highlights weekday, Saturday and Sunday services are of a volume that helps to promote the accessibility of the site.

2.37 The site is approximately 1.9km from Havant train station which provides services to London Waterloo, Portsmouth, Chichester and Southampton.

2.38 Good quality footways are in place along all roads within the vicinity of the site. Street lighting and speed limit of 30mph is considered conductive for walking.

2.39 There are few defined cycle routes provided within close proximity of the site however given the 30mph speed limit on roads within the site's vicinity and that many of the roads are residential in nature it is considered reasonable that cyclists would be comfortable cycling in the carriageway.

3 Proposed Travel Plan Measures

3.1 As part of the development proposals, measures will be introduced to encourage the use of more sustainable modes of transport and minimise the need to travel.

3.2 The key to a successful Travel Plan is to identify which transport alternatives residents, commuters and visitors will be prepared to use, and to then make these more attractive than driving alone. Although a Travel Plan should seek to facilitate long term changes in travel behaviour, it is important to make sure that some of the measures put in place have an immediate effect. This helps to inspire confidence in the Travel Plan making it easier to implement other measures in the future.

3.3 Suggested TP measures are outlined below together with the reasons for their implementation and the desired outcome.

Travel Plan Coordinator

3.4 Travel Plan Co-ordinators (TPC) will be required to promote, implement and monitor the TPs. The role will include offering TP information and advice to all residents, employers and employees, and the promotion of Travel Plan measures.

3.5 In each case, the TPC will be a specialist external consultant, funded by the developer, working part-time, and will be appointed at least three months prior to occupation. The details of the TPCs, once known, will be given to HCC prior to occupation.

3.6 The responsibilities of the TPC are many and varied and include:

- Liaison with the HCC Travel Plan Officer to obtain literature promoting sustainable travel;
- Overseeing the development and implementation of the TP;
- Designing and implementing effective marketing and awareness-raising campaigns to promote the TP;
- Coordinating the necessary data collection exercises required to develop the TP;
- Acting as a point of contact for all residents and employers requiring information; and
- Coordinating the monitoring programme for the Travel Plan, including target setting.

3.7 The TPC will also be responsible for initiating a travel survey of new residents and businesses to understand existing travel behaviour and mode splits. The results of the survey will inform the TP by enabling appropriate long term targets to be set. It is suggested that the initial travel survey for the development will be undertaken three months after the first occupation of the site, with ongoing surveys held on an annual basis for the duration of the TP (5 years) in order to understand how the Travel Plan and modal share targets are progressing. Sample travel surveys are included as **Appendix B**.

3.8 The TPC will work in partnership with other developers and businesses in the area, seeking to work collaboratively to ensure sustainable travel across the local area. The TPC will commit to working a minimum of half a day a week on the Travel Plan across its life cycle, increasing when required (e.g. once residents and employers start to move in).

Provision of Information

3.9 If the message is to be conveyed to residents and employers that sustainable forms of transport are preferred to the private car, then it is essential that adequate information is available.

3.10 Travel Information Packs will be provided to all new residents and employers to ensure that they are fully informed of the travel choices available from the outset. The information pack will include:

- Bus and Rail timetable information;
- Local cycle routes;
- Local pedestrian routes;
- Contact details of the TPC;
- Contact details of the HCC cycling, public transport and Travel Plan officers;
- Contact details/Web site address of Sustrans – the national cycling charity;
- Contact details of local reputable taxi firms; and
- Information on the benefits of sustainable transport on health and the environment.

3.11 The TPC will also be responsible for reviewing this information and updating the Information Packs for new residents and occupiers accordingly. As the TP develops over time and timetables potentially change, the TPC will also coordinate a letter drop to existing residents and employers at appropriate times to ensure that they are kept up to date of such changes.

3.12 The Information Pack will include full details of public transport timetables and route maps, local cycle networks and a map detailing the provision and location of local services and amenities. This will ensure all residents and employers will have the necessary information to choose more sustainable modes of transport and make full use of local services from the outset. Sales staff will also be well informed about the sustainable characteristics of the site and be able to promote the site's non-car accessibility to prospective purchasers / tenants etc. The Information Pack will also include publicity for the My Journey Hampshire planner (http://www.myjourneyhampshire.com).

3.13 Regular sustainable travel events can be organised throughout the year to coincide with national travel events such as:

- Walk to work day (April);
- Bike week (June); and
- Car free day (September).

3.14 A steering group will be set up to allow residents and employers to provide regular feedback to the TPC. The TPC will establish a strategy to encourage the setting up and participation of the residents and any other interested parties in the Steering Group to ensure the success of the travel plan. This may include the provision of additional travel vouchers for those attending; and attendance at local community and workplace groups by the TPC. The TPC will set up, publicise and maintain a regularly updated website to inform and engage with residents and businesses. A noticeboard will also be provided within the residential and employment areas with up to date sustainable travel information.

3.15 In order to meet the Travel Plan objectives outlined earlier, a number of measures will be implemented to encourage travel by sustainable modes and dissuade single occupancy car use. The proposed measures set out as below.

Car and Cycle Parking Provision

3.16 There will be separate car parks for the residential and commercial areas of the development. The car parking will be created in line with the SPD adopted by HBC.

3.17 The provision of car and cycle parking for the proposed development will be provided in accordance with the parking standards detailed in the Havant Borough Residential Parking and Cycle Provision SPD (March 2010).

3.18 The residential development quantum and the resulting required number of spaces in additional to the required commercial spaces can be seen in **Table 3.1**.

Table 3.1 Number of Parking Spaces

Development Type	Number of Units/Floor space	Minimum Spaces per unit	Minimum Number of Spaces	Number of Spaces Provided
1 Bed units – unallocated space	29	0.9 spaces	26.1	**154**
2 Bed units – unallocated space	30	1.3 spaces	39	
2 Bed units – allocated space	17	2 spaces	34	
3 Bed units – allocated space	19	2 spaces	38	
4 Bed units – allocated space	4	3 spaces	12	
Residential Space	**99**	-	**150**	
Commercial Space	**2,860sqm**	1 space per 45 sqm	**64**	**74**
			Total	**228**

3.19 The residential parking will be situated in suitable locations adjacent or close to dwellings and will be designed in line with MfS and DMRB guidelines.

3.20 The parking for the commercial aspect of the development will be located in close proximity to the commercial units. Disabled people's car parking spaces will be provided in a ratio of 5% of the total allocation, resulting in a total of 4 spaces.

3.21 Cycle parking will also be provided for both land uses based on the guidance set out in the SPD. **Table 3.2** shows the requirements for the cycle parking.

Table 3.2 Cycle Parking Provisions

Development Type	Number of Units/Floor space	Recommended Spaces	Number of Spaces
1 Bed units – unallocated space	29	1	29
2 Bed units – unallocated space	30	2	60
2 Bed units – allocated space	17	2	34
3 Bed units – allocated space	19	2	38
4 Bed units – allocated space	4	2	8
Residential (Visitor)		20% of long-term cycle parking	34
Residential Space	**99**		**203**
Commercial	2,860sqm	1 stand per 350 sqm GEA note	9
Commercial (Visitor)		1 stand per 500 sqm GEA	6
Commercial			**15**
		Total	**218**

3.22 The cycle parking standards for houses with 2 or more bedrooms is 2 spaces per dwelling. However, this can be accommodated by adequately sized garages or lockable sheds within the property boundary. The masterplan includes garages for the four-bedroom properties and suitably sized gardens for the other houses which has space for a shed large enough to fit bicycles within.

3.23 All cycle parking will be sheltered and secure and will be designed in accordance with current guidance. The commercial cycle parking will be located close to the entrance of the building and will be of suitable design similar to that of a Sheffield Stand.

Walking

3.24 Each household and business will be provided with information promoting the health and environmental benefits of walking as opposed to driving a car.

3.25 Maps showing local walking routes to key facilities will be provided as part of the Information Pack. The development proposal has considered routes and links to benefit the existing routes available.

3.26 The masterplan is currently illustrative; however, the development layouts will be designed in accordance with the principles set out in Manual for Streets and Build for Life, ensuring permeability and good connectivity to adjacent footpaths and footways.

3.27 Improvements to pedestrian and cycle infrastructure in the vicinity of the site are proposed and illustrated at **Appendix C**.

Cycling

3.28 The ability to accommodate cycle parking has been included within the overall design of the site. Maps of the local cycle routes and cycle-friendly roads will be provided within the Travel Information Pack.

3.29 Arrangements will be made with local cycle shops to provide discounts or vouchers for residents and employers. These will be detailed in the full Travel Plan.

3.30 Showers, lockers and changing facilities will be provided within the employment units.

Public Transport

3.31 Local bus and rail service timetables and route maps will be included within the Travel Information Pack.

3.32 Bus taster tickets for a fixed period will be provided to residents as part of the pack.

Car Sharing

3.33 In order to promote car sharing, information about the car share schemes available in the area will be included within the Travel Information Pack.

3.34 Additionally, residents who state on their travel surveys that they are interested in car sharing will be contacted by the appointed TPC who will endeavour to match site residents depending on the types of journeys they regularly make and the destinations travelled to.

3.35 Residents will be given promotion information for Hants Liftshare (http://www.hants.liftshare.com) within their information pack.

3.36 Employers will be assisted in setting up car-share databases for staff wishing to share their journey to work from elsewhere.

4 Monitoring and Targets

4.1 It is important to recognise that TPs are live documents and as such develop over time with changing conditions. Monitoring and review is an integral part of a good TP and its results can help recognise success, and generally raise awareness.

4.2 Household surveys of the travel characteristics of residents will be carried out three months after the occupation of the 50th dwelling, and then annually for the length of the Travel Plan (five years). Staff surveys for the employment uses will be undertaken by employers upon occupation of their unit and will repeat annually for five years. The travel surveys will be TRICS-compliant.

4.3 The travel survey sample rate will be at least 35%. The TPC will ensure that this response rate is attained by the use of incentives for completing the survey, e.g. travel vouchers, prize draws. In the event that the sample rate is not achieved, independent traffic surveys will be undertaken to determine multi-modal trips to and from the site.

4.4 The findings of the above surveys will be reviewed and a short monitoring report prepared to identify progress of the TP in terms of achieving its targets.

4.5 The monitoring report will be issued to the HCC Travel Plan officer for information and review within three months of the date of the travel surveys. If necessary, a meeting will be arranged between the TPC and HCC to discuss progress and the way forward.

4.6 The monitoring report will include a review of the travel survey data; details of progress since the previous report; an assessment of whether the targets are on course to be met; whether or not intervention measures are needed; actions for the forthcoming year; and an overall summary.

Setting Targets

4.7 It is suggested that a target for the percentage of trips by sustainable modes is based on the Census information. The results of the 2011 Census data outlined in **Table 4.1** provide a summary of the travel patterns for the Havant 009 MSOA. The results do not provide information on other significant trip generators such as the 'school run'. More detailed travel patterns can only be confirmed once a travel survey has been completed when the development is majority occupied. The data does, however, provide a useful benchmark for travel plan targets without knowing site specific travel patterns.

Table 4.1 Existing Modal Split (excluding work from home)

Mode of Travel	Residents		Employees	
	Persons	Percentage	Persons	Percentage
All people in Employment	2,918	100%	3,026	100%
Train	93	3%	164	5%
Bus, Minibus or Coach	230	8%		
Taxi	32	1%	No Data	-
Motorcycle, scooter or moped	43	1%		
Driving a Car or Van	1,769	61%	2,205	73%
Passenger in a Car or Van	267	9%	No Data	-
Bicycle	120	4%	141	5%

On Foot	348	12%	251	8%
Other method of travel to work	16	1%	265	9%

4.8 **Table 4.2** and **Table 4.3** shows potential targets for the development, based on current travel patterns for the MSOA. It should be noted that these are indicative targets that may be adjusted following the initial residents' travel survey.

Table 4.2 Modal Split Potential Residential Targets Post Travel Plan (5 Years)

Mode	Existing Percentage	5 Year Target Shift	5 Year Modal Split
On foot	12%	+2.5%	14.5%
Bicycle	4%	+2.5%	6.5%
Public Transport	11%	+2.5%	13.5%
Driving a car or van	61%	-10%	51%
Passenger in a car or van	9%	+2.5%	11.5%
Other	3%	0%	3%
Total	100%	-	100%

Table 4.3 Modal Split Potential Employment Targets Post Travel Plan (5 Years)

Mode	Existing Percentage	5 Year Target Shift	5 Year Modal Split
On foot	8%	+2.5%	10.5%
Bicycle	5%	+2.5%	7.5%
Public Transport	5%	+2.5%	7.5%
Driving a car or van	73%	-10%	63%
Other	9%	+2.5%	11.5%
Total	100%	-	100%

4.9 **Table 4.2** and **Table 4.3** demonstrates that after a five-year period, should the TP meet its potential targets then 51% of residential trips and 63% of employment trips would be undertaken by car, and sustainable modes would increase by 10%. It should be noted that the overall aim of the TP is to reduce single occupancy private vehicle trips. The targets for the sustainable modes of transport simply identify potential future targets as part of the overall strategy.

4.10 It is suggested that the adoption of any targets will need to be discussed further and agreed with HCC as the application progresses.

4.11 Prior to the commencement of construction works a Travel Plan shall be submitted to and approved in writing by the local planning authority. The Travel Plan shall include arrangements for monitoring and effective enforcement. Development shall be carried out in accordance with the approved details.

Action Plan

4.12 An Action Plan, which identifies the measures to be implemented by the Travel Plan, the person responsible for implementing each measure, a timescale for the delivery of the measures and an indicative cost of each measure is provided as **Appendix D**.

Intervention Measures

4.13 The surveys will determine whether the targeted decrease in car-based trips is being reached. In the event that the reduction is not being achieved, intervention measures will be introduced to ensure the target is reached.

4.14 Such further measures to be introduced if required will comprise:

- Personalised travel planning for residents or employers;
- Increased frequency of TPC engagement and review;
- Increased frequency and targeting of internal marketing and communications to promote uptake of sustainable modes of travel;
- Undertaking working groups with residents and employers to engage and discuss why modal shift is not occurring; and
- Introduction of subsidies for residents such as vouchers for discounted cycle servicing/maintenance.

4.15 The need for intervention measures will be assessed in the annual monitoring report, based on the results of the travel survey.

Funding

4.16 The Travel Plans will be secured through a Section 106 legal agreement in accordance with HCC's policy. The monitoring fees will be discussed and agreed as part of the Section 106 agreement.

5 Summary and Conclusions

5.1 WYG have been appointed to prepare a Travel Plan (TP) for a proposed development at Colt International, New Road, Havant.

5.2 Travel Plan Co-ordinators (TPC) will be appointed to oversee the implementation and delivery of the Travel Plans for the two separate parts of the development, and to act as a central point for residents and employers at the site. The TPCs will arrange for the undertaking of travel surveys, following occupation of the site, in order to understand travel choices, and annually thereafter to understand the progress of the Travel Plans in relation to their targets. Initial targets have been outlined, based on existing Travel to Work Census data for the local ward. Any targets adopted may need be adjusted following the initial travel surveys.

5.3 This Framework Travel Plan has outlined a number of appropriate measures which will be implemented at the development, with the ultimate goal of encouraging the use of sustainable modes. Measures including car club membership and the provision of sustainable transport information via a detailed Travel Information Pack. Links to existing walking and cycling routes will also be provided by the developers.

5.4 These measures will complement additional infrastructure measures including walking and cycling infrastructure improvements outlined in the Transport Assessment.

5.5 In light of the above, this Framework Travel Plan is considered appropriate for the scale of development and given the level of information known at this outline planning stage. It provides a context for the Full Travel Plans to follow in due course, in order for those plans to achieve their primary objectives of minimising the number of single occupancy car journeys to and from the site.

APPENDIX A

ILLUSTRATIVE MASTERPLAN

WYG

Colt International, New Lane, Havant
Site Development Plan

51

Key:

- Application boundary
- Employmeny/Residential divide
- Employment zone (0.82 hectares)
- Residential zone (2.28 hecatares)



North

A090070-182[ST1]51 revision A

Scale 1:1250 @ A3

File: A090070-182[ST1]drf01_v16.vwx

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APPENDIX B

SAMPLE TRAVEL SURVEY QUESTIONNAIRE

Former Colt International Site, Havant
Residents Travel Survey

We would be grateful if you could spare a few moments to answer the following questions regarding your travel to and from work.

1. What is your postcode?

2. Do you or any member of your household own a car? If so, how many?

Yes		Total cars in household:	
No			

3. How do you most frequently travel to and from your home for the following activities? (Choose the mode of travel that you use most often)

	Walk	Cycle	Bus	Train	Tram	Car Share	Car	Motorcycle	Other
Work									
Shopping									
Education									

4. How often do you use the following modes of travel for journeys from your home?

	Walk	Cycle	Bus	Train	Tram	Car Share	Car	Motorcycle	Other
Most frequently used									
Occasionally used									
Never used									

5. Have you changed your most common mode of transport since relocating to this development?

Yes	
No	
If yes, why?	

6. Which of the following changes would most encourage you to cycle for journeys in the local area, e.g. within Havant? (If you already cycle, which would you most like to see?)

Safer, better lit cycle paths	
Improve cycle paths on the journey to town centre/ rail station	
Improve cycle parking at this development	
Arrangements to buy a bicycle at discount	
Improved crossing facilities	
Improved cycle parking at local facilities – where?	

None of the above	
Other (please specify)	

7. Which of the following changes would most encourage you to use public transport for your journeys in the local area? (If you already travel to by public transport, which would you most like to see).

More direct bus routes	
More frequent bus services	
More frequent train services	
More frequent tram services	
Better lighting at bus shelters and on footpaths	
More convenient bus drop-off points	
Better bus links to work from station	
Public transport information	
None of the above	
Other (please specify)	

8. Which of the following changes would most encourage you to walk for journeys in the local area? (If you already walk, which would you most like to see?)

Cleaner, better maintained footpaths	
Better lighting on footpaths	
More improved pedestrian crossing points	
Slower speed limits	
Better street lighting in the local area	
None	
Other (please specify)	

9. Which of the following changes would most encourage you to car share? (If you already car share, which would you most like to see?)

More help finding car share partners who have similar work patterns	
Free taxi home if let down by car	
More information regarding car sharing i.e. benefits	
None	
Other (please specify)	

10. Did you know this development operated a Travel Plan?

Yes	
No	

11. If yes, how did you find out about the Travel Plan?

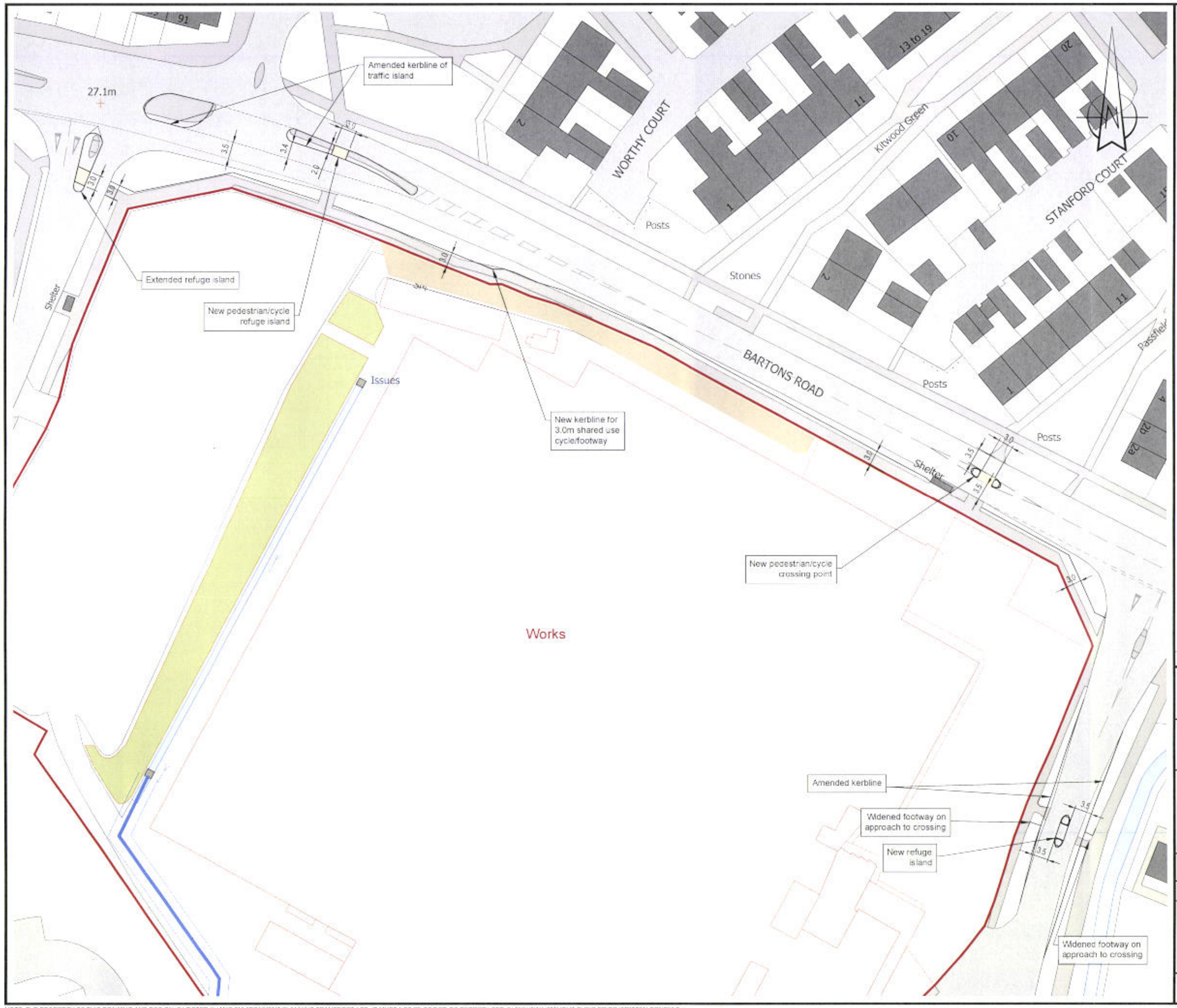
During the sales process	
Word of mouth	
Development publication/newsletter/notice board/website	
Personalised travel planning process	
Other (please specify)	

12. Please use the following box to provide any comments you wish to make in relation to travel in the local area:

Thank you for completing this survey.

APPENDIX C

PROPOSED PEDESTRIAN/CYCLE INFRASTRUCTURE IMPROVEMENTS



Notes:

General
1. Do not scale from drawing.
2. All dimensions are in metres, unless stated otherwise.
3. This drawing is to be read & printed in colour.
4. This drawing is for illustrative purposes only.

Disclaimer
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REV	DETAILS	DRAWN BY	CHECKED BY	DATE

CLIENT
Homes England

PROJECT
Colt International, Havant

DRAWING TITLE
Proposed Pedestrian and Cycle Infrastructure Improvements

SCALE	SHEET SIZE
1:500	A2

DRAWN	CHECKED	DATE
AG	GS	24.07.2018

DRAWING NUMBER
A090070-182-SK04

REVISION
-

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APPENDIX D

ACTION PLAN

Colt International, Havant
Homes England
Action Plan

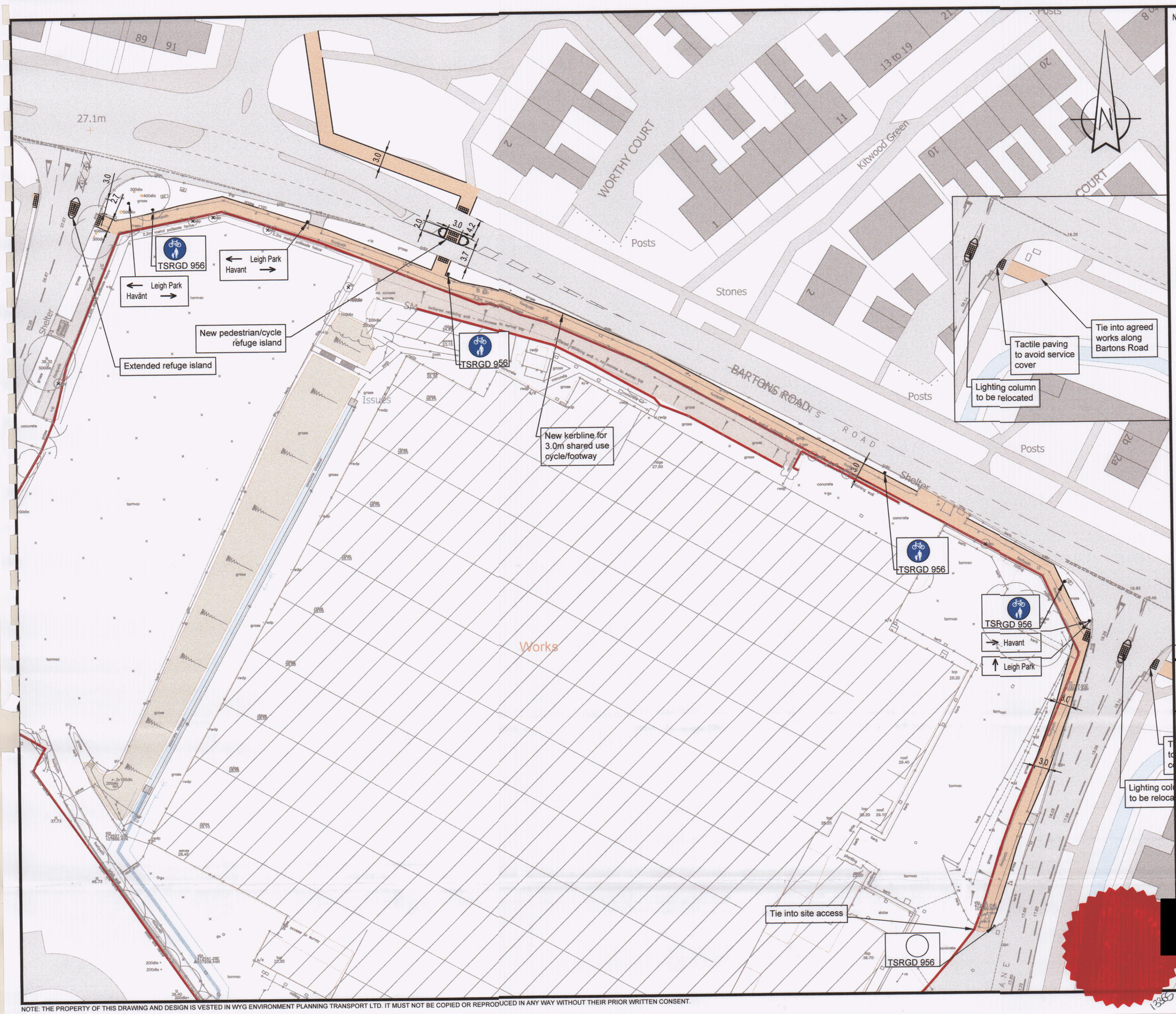
Preliminary Action	Responsibility	Timescale	Cost
Appoint TPC, confirm TPC with HCC	Developer	3 months prior to occupation	£ 250.00
Confirm Action Plan with HCC	TPC	3 months prior to occupation	£ 500.00
Liaison with local bike shops to arrange discounts/vouchers	TPC	Prior to first occupation	£ 2,500.00
Liaison with local bus operators to arrange discounts	TPC	Prior to first occupation	£ 2,500.00
Preparation and distribution of Travel Pack to residents and employers	TPC	Upon occupation of each dwelling	£ 2,500.00
Set up TP action database for monitoring information	TPC	Prior to first occupation	£ 500.00
Set schedule of meetings, newsletter distribution etc.	TPC	Prior to first occupation	£ 750.00
Undertake baseline travel survey	TPC	3 months post-50th dwelling occupation	£ 1,500.00
Undertake full occupation travel survey	TPC	100% occupation	£ 1,000.00
Prepare and submit preliminary monitoring report	TPC	Following full occupation survey	£ 800.00
			£ 12,800.00

Ongoing Action	Responsibility	Timescale	Cost (Year 1)	Cost (Year 2)	Cost (Year 3)	Cost (Year 4)	Cost (Year 5)
Personal journey planning for residents and employers	TPC	Ongoing	£ 500.00	£ 500.00	£ 500.00	£ 500.00	£ 500.00
Maintaining currency of travel information pack	TPC	Ongoing	£ 500.00	£ 500.00	£ 500.00	£ 500.00	£ 500.00
Promotion of sustainable travel events (e.g. Walk to Work Week)	TPC	Ongoing	£ 250.00	£ 250.00	£ 250.00	£ 250.00	£ 250.00
Attendance at meetings with steering group	TPC	Ongoing	£ 500.00	£ 500.00	£ 500.00	£ 500.00	£ 500.00
Maintaining database of information, e.g. personal details, car sharing	TPC	Ongoing	£ 300.00	£ 300.00	£ 300.00	£ 300.00	£ 300.00
Preparation and distribution of communications	TPC	Ongoing	£ 300.00	£ 300.00	£ 300.00	£ 300.00	£ 300.00
Co-ordination of travel surveys	TPC	Ongoing	£ 250.00	£ 250.00	£ 250.00	£ 250.00	£ 250.00
Preparation and submission of monitoring reports	TPC	Ongoing	£ 1,200.00	£ 1,200.00	£ 1,200.00	£ 1,200.00	£ 1,200.00
			£ 3,800.00	£ 3,800.00	£ 3,800.00	£ 3,800.00	£ 3,800.00
						Total :	£ 19,000.00

APPENDIX 5

Sustainable Access Works

A090070-182-SK04 Rev B



Notes:

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REV	DETAILS	DRAWN BY	CHECKED BY	DATE
B	REVISED PROPOSALS	GS	MA	11.10.2018
A	REVISED PROPOSALS	SB	GS	03.10.2018

CLIENT: Homes England

PROJECT: Colt International, Havant

DRAWING TITLE: Proposed Pedestrian and Cycle Infrastructure Improvements

SCALES: 1:500

SHEET SIZE: A2

DRAWN: AG

CHECKED: GS

DATE: 24.07.2018

DRAWING NUMBER: A090070-182-SK04

REVISION: B

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