

DATED

5th NOVEMBER

2014

THE COUNCIL OF THE BOROUGH OF HAVANT (1)

and

CHANNY HOLDINGS LIMITED (2)

and

BDW TRADING LIMITED (3)

AGREEMENT

Pursuant to Section 106 of the Town and Country
Planning Act 1990 (as amended)

relating to land lying at

**PORTSDOWN HILL, WEST OF GLEBE PARK AVENUE AND NORTH OF
BEDHAMPTON HILL, BEDHAMPTON, HAVANT**

MOORE BLATCH
solicitors

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Moore Blatch is the trading name of Moore Blatch LLP, which is a limited liability partnership registered in England and Wales, registration number OC335180. The registered office is 11 The Avenue, Southampton SO17 1XF.

THIS AGREEMENT is made the 5th day of NOVEMBER 2014

BETWEEN

- (1) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX ("**the Council**");
- (2) **CHANTRY HOLDINGS LIMITED** a company incorporated in the Marshall Islands care of Paris Smith LLP 1 London Road Southampton SO15 2AE ("**the Owner**")
- (3) **BDW TRADING LIMITED** (company registration number 03018173) whose registered office is situate at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF ("**the Beneficiary**")

1. DEFINITIONS AND INTERPRETATION

- 1.1. Wherever the context so permits the following words and phrases shall have the meanings herein attributed to them:

"the Act"

the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991.

"Administration and Monitoring Fee"

the sum of £5,000 being a fee (and to be applied at such time and in such manner as the Council shall in its absolute discretion determine) used towards the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function is inter alia to monitor co-ordinate and enforce planning deeds.

"Affordable Housing"

Housing which is rented or sold (including an equity share in whole or part) below market levels by means of public or private subsidies which should:

- (a) meet the needs of Eligible Persons including availability at a cost low enough for them to afford determined with regard to the local incomes local prices and local rents
- (b) include provisions for the housing to remain at an affordable cost for future Eligible Persons or if these restrictions are lifted for any Subsidy to be recycled for alternative affordable housing provision.

"Affordable Housing Units"

that part of the Development comprising fourteen dwellings (being 30% of the total dwellings on the Development) of which 7 are to be available as Affordable Rented and 7 are to be available for Shared Ownership or such other mix or tenure as shall be agreed by the Council and subject to market conditions and by prior written agreement with the Council with allocated parking spaces to be provided on the Land and which are to be made available by the

	Owner for Affordable Housing as herein provided.
"Affordable Housing Provider"	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 the Homes and Communities Agency and able lawfully to own or manage housing for Qualifying Persons in Housing Need 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"	a rent level of up to 80% of the open market rents (inclusive of service charge) provided always that, at the time of each letting, the rents shall not exceed 80% of the local gross open market rent and would not exceed 45% of the Universal Credit Cap or the Local Housing Allowance, whichever is the higher, unless otherwise agreed in writing with the Council and the rents shall only be increased annually in accordance with arrangements made for such rent increases established by the Homes & Communities Agency.
"Affordable Rented Units"	7 of the Affordable Housing Units being housing for rent with the rent being at an Affordable Rent.
"Application"	the planning application made on behalf of the Owner and bearing the Local Authority reference number APP/14/00232.
"Chargee"	any mortgagee or chargee of the Affordable Housing Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.
"Commencement of Development"	the carrying out on the Land of a material operation pursuant to the Planning Permission as defined in Section 56 of the Act save for the purpose of determining whether or not a material operation has been carried out there shall be disregarded such operations as marking out surveying ground investigations archaeological investigations demolition site clearance site preparation and ecological mitigation works and

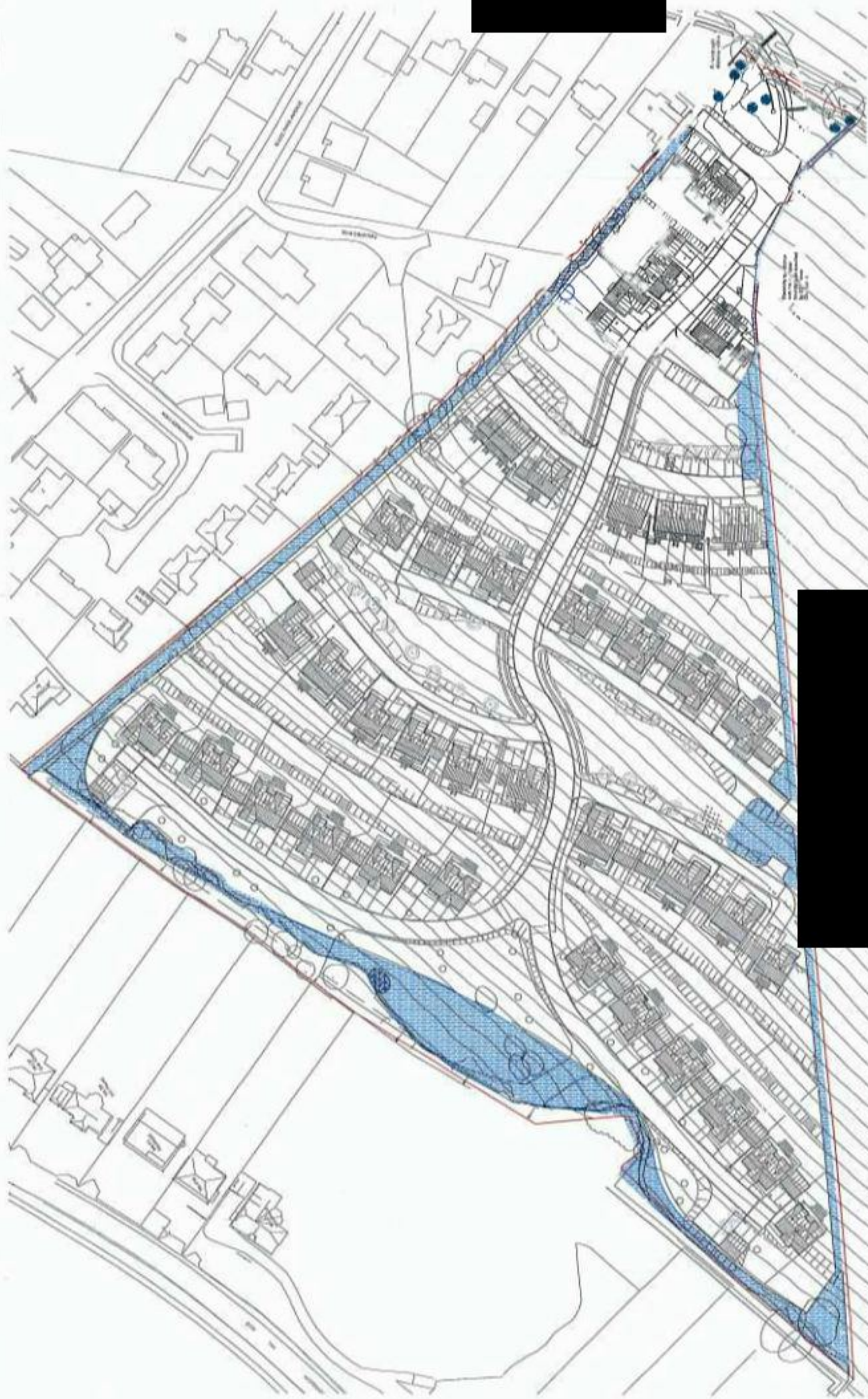
	"commence" shall be construed accordingly.
"Common Parts"	the parts of the Development which do not comprise a dwelling or the curtilage of a dwelling and shall without prejudice to the generality thereof include the roads footways, footpaths landscaped areas, communal parking areas, open space land, SuDS, amenity spaces and street furniture as identified on Plan 4
"the Development"	Construction of 46 dwellings, including 30% affordable, comprising 11 No. 5 bed, 21 No. 4 bed, 8 No. 3 bed and 6 No. 2 bed houses, with associated access from Bedhampton Hill, landscaping and ancillary works
"Ecological Mitigation Area"	The area shown hatched blue on Plan 3 and the Green Land
"Ecological Mitigation Plan"	a plan and scheme of works to the Ecological Mitigation Area to ensure the ongoing maintenance management and mitigation measures of the biodiversity strips including boundary treatments.
"Education Contribution"	£232,622 (Indexed) payable by the Owner to the Council as a contribution towards the provision of additional primary school places at Bidbury Junior School in Bedhampton Havant Hampshire or such other primary schools serving the educational needs of the Development within the existing local schools catchment area for Bedhampton in Havant Hampshire
"Eligible Persons"	persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Council and who are on those registers retained or referred to by the Council from time to time in the discharge of its housing function
"Employment and Skills Plan"	a scheme for the improvement and benefit of the local labour market and economy, by raising skills and enabling local people to compete for the jobs generated, in a form as set out in Schedule 4 to the reasonable satisfaction of the Council.
"Green Land"	the land shown shaded green on Plan 2
"Help to Buy Agency"	the body nominated by the Homes and Communities Agency 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
"Highway Agreement"	an agreement for road alteration and

	improvement pursuant to (inter alia) Section 278 and Section 38 of the Highways Act 1980 in a form to be agreed to the satisfaction of Hampshire County Council
"Homes and Communities Agency"	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 Affordable Housing Provider or if such body ceases to exist or is superseded the equivalent body.
"Indexed"	Index linked from the date of this Agreement until the date of payment by reference to the Public Sector Index (Non-Housebuilding) (PUBSEC) published by the Department for Business Innovations and Skills (multiplied by the regional factor for Hampshire)(or amendment/comparable replacement thereof)
"the Land"	the land shown edged red on Plan 1 being known as Land at Portsdown Hill Bedhampton Havant Hampshire.
"Low Cost Home Ownership"	Homebuy products as defined by the Homes and Communities Agency including Shared Ownership, and "Low Cost Home Ownership Units" shall be construed accordingly.
"Open Market Dwelling"	any dwelling which is not an Affordable Housing Unit.
"Plan 1"	the plan titled Location Plan ref no. 10774-P.01.001 rev - marked 'Plan 1' annexed to this Deed.
"Plan 2"	the plan titled Location Plan ref no. 10774-P.01.001 rev - marked 'Plan 2' annexed to this Deed.
"Plan 3"	the plan titled Ecological Mitigation Areas (Hatched) dated Aug 2014 marked 'Plan 3' annexed to this Deed
"Plan 4"	the plan titled Common Areas ref 10774.P01.52 rev - marked 'Plan 4' annexed to this Deed
"the Planning Permission"	any permission granted pursuant to the Application.
"Shared Ownership"	affordable housing leased to a lessee who purchases a percentage of the equity of the Affordable Housing Unit and pays a rent in relation to the share of the equity retained by the Registered Provider/Alternative Affordable Housing Provider with the right to acquire 100% of the equity in such unit



Project Name	Project Number
Project Location	Project Date
Project Status	Project Budget
Project Manager	Project Contact

PLAN 2



lhc architecture urbanism landscape

PORTSMOUTH, MAINT

ECOLOGICAL MITIGATION AREAS (HATCHED)

Aug 2012

1:500 (A4)

DATE: 2012

BY: [Signature]

SCALE: 1:500

PROJECT: [Text]

CLIENT: [Text]

LOCATION: [Text]

STATUS: [Text]

PLAN 3

"Solent Disturbance Mitigation Project Contribution"	£7,912 being calculated as the sum of £172 for each dwelling in respect of the Special Protection Area avoidance and mitigation measures delivered through the Solent Interim Planning Framework.
"SuDS"	a sustainable drainage system for the Development in accordance with a specification agreed in writing by the Council and if statutorily empowered so to do by Hampshire County Council.
"SuDS Scheme"	means a scheme of Sustainable Drainage for the Land
"Travel Plan"	a plan aimed at reducing the reliance on the use of the private car by occupants of the Development and that encourages positively the use by those occupants of alternative means of transport which have less of an adverse impact on the environment.
"Travel Plan Monitoring Fee"	means the sum of One Thousand Two Hundred and Fifty pounds (£1250) payable in instalments over 5 years to the costs incurred by the Council in monitoring and evaluating submitted travel plan reports, £250 to be paid firstly prior to Occupation of the Development and then 4 further instalments of £250 once yearly payments to be paid on the 1 st of April each year
"TRO Contribution"	such sum as the Council may reasonably require for the purpose of implementing (which reference shall include all connected administration, supervision and the carrying out of) such traffic management measures as they consider appropriate to ensure that any overspill parking from the Development does not interfere with the capacity, operation or safety of the adjoining local highway network providing such sum shall not exceed £5,000

1.2. Where the context so admits:

- 1.2.1. words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa;
- 1.2.2. any reference herein to any statute or section of a statute includes any statutory re-enactment or modification thereof;
- 1.2.3. any reference to a clause or a schedule is unless the context otherwise requires a reference to a clause or a schedule of this Deed;
- 1.2.4. the expressions **"the Owner"** and **"the Council"** and **"the Beneficiary"** shall except where the context otherwise requires include their respective successors in title and assigns.

2. RECITALS

- 2.1. The Council is the Local Planning Authority for the purposes of the Act in respect of the area which includes the Land and the Green Land and shall be responsible for the enforcement of the obligations contained herein.
- 2.2. The Owner is the freehold owner of the Land and the Green Land for an estate in fee simple in possession and registered as proprietor at HM Land Registry under title number HP302070.
- 2.3. The Beneficiary has an interest in the Land under an option agreement made with the Owner dated 12 December 2012 and has agreed to be a party to this Agreement in order to consent to this Agreement being entered into and to the obligations becoming binding on the Land.
- 2.4. The Application submitted to the Council seeks Planning Permission for the Development of the Land and the Council has resolved to grant the Planning Permission subject to the completion of this Deed.
- 2.5. This agreement is made pursuant to Section 106 of the Act which section shall apply to the covenants herein contained.
- 2.6. This instrument or document hereby expresses itself as executed as a Deed.
- 2.7. The Council and the Owner consider that the matters contained in this Agreement are:
 - 2.7.1. necessary to make the Development acceptable
 - 2.7.2. directly related to the Development; and
 - 2.7.3. fairly related in scale and kind to the Development

3. THE OWNER'S COVENANTS

3.1 The Owner covenants to the intent that the covenants shall be planning obligations for the purposes of the Act and shall be binding on and enforceable against it and its successors in title to the Land and the Green Land and that the Owner shall observe and perform the obligations set out in Schedule 1 to this Deed.

3.2 The Owner covenants with the Council that it will give a minimum of 28 days' written notice to the Council of any change of ownership of the Green Land if at such time the obligations contained within this Agreement relating to the Green Land have not fully been discharged.

4. THE COUNCIL COVENANTS

Subject to the performance by the Owner of its obligations under this Deed the Council hereby covenants with the Owner that it will observe and perform the covenants on its part as set out in Schedule 2.

5. COSTS OF THE COUNCIL

The Owner shall pay to the Council prior to the date of this Deed the reasonable legal and other costs of the Council incurred in the negotiation, preparation and execution of this Deed.

6. **LIMITATIONS**

- 6.1. The covenants, undertakings, obligations and restrictions in this Agreement shall become binding on the parties to this Agreement upon Commencement of Development save for the provisions in clause 5 and paragraphs 2, 7.1, 10.1 12, 13.3, 13.5, 13.6 and 14.1 of Schedule 1 which shall come into effect immediately on completion of this Deed
- 6.2. No person shall be liable for any breach of clause 3 occurring after he shall have parted with his interest in the Land or the part in respect of which such breach occurs save for any breach that takes place before such interest is parted with.
- 6.3. Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.4. The covenants set out in paragraph 6.1 – 6.7 inclusive of Schedule 1 shall not be binding or enforceable against any purchaser who purchases from the Affordable Housing Provider the entire freehold to an Affordable Housing Unit or a long leasehold interest pursuant to an equity share arrangement (or similar) or their mortgagee chargee or any receiver appointed nor shall such covenants be binding or enforceable against any successors in title of any of them.
- 6.5. The covenants set out in paragraph 6.1 – 6.7 inclusive of Schedule 1 shall not be binding on or enforceable against any purchaser who exercises a right to buy or a right to acquire any of the Affordable Housing Units or against their mortgagee or receiver appointed or against their successors in title

7. **STATEMENT BY THE OWNER**

- 7.1 The Owner has produced at clause 8 below a certificate of a Solicitor with the intention that the Council may and shall rely upon the truth of the matters therein contained namely that: the Owner is the owner of a freehold estate in the Land with full title guarantee and so far as the Owner is aware no other person has an interest therein at law or (to the best of the Owner's knowledge and belief) in equity other than the Beneficiary who has the benefit of an option agreement dated 12 December 2012; and
- 7.2 The Owner warrants that no person other than the Owner except the Beneficiary to the extent set out in clause 7.1 has any legal interest or equitable interest in the Land.

8. **Certificate of Title**

As Solicitor for the Owner we hereby certify that on the date of this Deed what is set out Recital 2.2, in clause 7, and the details of the Owner set out at the head of this Deed are true to the best of our knowledge

Signed:

Name:.....

Address:.....

LLP Partner
Paris Smith LLP
Number 1 London Road
Southampton SO15 2AB

9. **REGISTRATION OF RESTRICTION**

This Deed shall be registered as a local land charge.

10. INTEREST ON LATE PAYMENTS

Any amount due from the Owner under this Deed which is not paid on the due date shall be payable with interest calculated at the rate of 4% above the base lending rate from time to time of Barclays Bank plc (calculated on a daily basis from the date on which it fell due).

11. DISPUTES

Save for matters of construction of this agreement which shall be matters for the courts in the event of any dispute arising between the parties in respect of any matter in this agreement the same shall be referred to an expert to be agreed between the parties or at the request and option of any of them to be nominated at their joint expense by the president for the time being of the Royal Institute of Chartered Surveyors and the expert's decision shall be final and binding on the parties

IN WITNESS WHEREOF the Council the Beneficiary and the Owner have executed this agreement as a Deed the day and year first before written.

**THE COMMON SEAL OF THE
COUNCIL OF THE BOROUGH OF HAVANT**
was hereunto affixed
in the presence of

Authorised signatory

)
)
)
)
)
)
)

[Redacted signature]



EXECUTED as a DEED
(but not delivered until the date hereof)
by **CHANTRY HOLDINGS LIMITED**
acting by
a director, in the presence of:

)
)
)
)
)
)

[Redacted signature]

Witness Signature ...

[Redacted signature]

Witness Name: ..

Witness Address:

[Redacted address]

Witness Occupation *Secretary*

EXECUTED as a DEED
(but not delivered until the date hereof)
on behalf of **BDW TRADING LIMITED**
by
.....
and

)
)
)
)
)

Signatory

Signatory

in exercise of the powers of conferred on them by
a Power of Attorney dated 4 February 2014

Schedule 1

THE OWNER COVENANTS

The Owner hereby covenants with the Council:

1. To give the Council at least 14 days written notice of the intended dates for the following events and thereafter to notify the Council in writing within 14 days of each event the date of its occurrence
 - 1.1 Commencement of Development.
 - 1.2 Occupation of the first Dwelling
 - 1.3 Occupation of the twelfth Open Market Dwelling
 - 1.4 Occupation of the 32nd Open Market Dwelling
2. Prior to Commencement of Development to pay or cause to be paid to the Council the Administration and Monitoring Fee.
3. To pay or cause to be paid to the Council the Solent Disturbance Mitigation Project Contribution upon first occupation of the dwellings.
4. To pay or cause to be paid to the Council the Education Contribution prior to first occupation of the dwellings.
5. To pay or cause to be paid to the Council at the written request of the Council at any time during the period beginning from the Commencement Date and ending 3 years from practical completion of the Development the TRO Contribution
6. **Affordable Housing**
 - 6.1. To provide 30% of the total number of units within the Development as Affordable Housing Units and these Affordable Housing Units should subject to the provisions of this paragraph 6 reflect the mix of the site generally with the precise mix and tenure of the Affordable Housing Units and the plan thereof to be approved in writing by the Council prior to Commencement of the Development.
 - 6.2. To ensure that the Affordable Housing Units within the Development will be integrated and compatible with the design of the Open Market Dwellings.
 - 6.3. To ensure that no more than 12 of the Open Market Dwellings shall be constructed and available for Occupation prior to the provision of 50% of the Affordable Housing Units to an Affordable Housing Provider or Eligible Person (on either a freehold basis or long leasehold of at least 125 years) and thereafter that no more than 32 of the Open Market Dwellings shall be constructed and available for Occupation prior to the provision of the remaining Affordable Housing Units.
 - 6.4. To ensure that Affordable Housing Units are constructed to at least the minimum standard required by the Homes and Communities Agency (or such other successor body's standards) Design and Quality Standards (2007) and the Code for Sustainable Homes published by the Government (or such replacement guidance) or other similar standard as may be reasonably required by the Council.

- 6.5. To include in the transfer to the Affordable Housing Provider of the Affordable Housing Units the following covenants (or such other alternative provisions as the Owner and the Council may agree in writing):
- 6.5.1. not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing and
 - 6.5.2. not to dispose of any of the Affordable Housing Units other than for the purpose of providing Affordable Housing to Eligible Persons,
 - 6.5.3. requiring the Affordable Housing Provider to enter into an agreement with the Council granting the Council the right to nominate 100 percent of the Occupiers of the Affordable Rented Units when initially let and 100% of subsequent true voids;
 - 6.5.4. that the Shared Ownership shall be let to persons nominated by the Help to Buy Agency;
 - 6.5.5. that the mortgage, rent and service charges to be charged on the Shared Ownership units shall meet the requirements of an affordability test as follows:
 - 6.5.5.1. the total cost to include, rent and service charges payable by the occupier of the Shared Ownership units does not exceed more than 30% of the gross median income plus 5% of those persons on the housing registers held by the Help to Buy Agency in relation to Havant
 - 6.5.5.2. the provisions of the Affordability Test may be varied by agreement in writing by the Owners and the Council

PROVIDED THAT none of the provisions in the Transfer will bind any mortgagee, chargee or receiver appointed of the whole or any part of the Affordable Housing Units nor anyone exercising the right to acquire or who has acquired 100% of the equity in their unit and in all cases their successors in title and those deriving title from them HOWEVER for the avoidance of doubt the provisions of paragraph 6.7 of this Schedule shall apply.

- 6.6. To ensure that the Low Cost Home Ownership units shall be let to persons nominated by the Help to Buy Agency.
- 6.7. In the event only that there is a default under any legal charge or mortgage of an Affordable Housing Units or any default under any legal charge or mortgage held by an Affordable Housing Provider in relation to the Affordable Housing Units then a mortgagee chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 ("**the Mortgagee**") shall be entitled to exercise its power of sale in respect of an Affordable Housing Unit or Affordable Housing Units free from the obligations in this paragraph 6 PROVIDED THAT the Mortgagee shall first follow the procedures set forth below:
- 6.7.1. the Mortgagee shall give written notice' ("**the Notice**") to the Council of its intention to exercise its powers of the sale and shall at the time offer to sell ("**the Offer**") the Affordable Housing Unit or Affordable Housing Units to the Council for an amount ("**the Purchase Price**") to be agreed or determined in accordance with paragraph 6.7.3 of this paragraph 6;
 - 6.7.2. the Council shall notify the Mortgagee in writing within one (1) month of the date of the Offer whether or not it wishes to accept the Offer (in the case of acceptance such acceptance to be expressed to be conditional upon the purchase Price being agreed) and if it does not wish to accept the Offer the Council may at the time of notifying the Mortgagee of its decision nominate a nominee ("**the Nominee**") in its place;

- 6.7.3. if pursuant to paragraph 6.7.2 of this paragraph 6 the Council shall accept the Offer or shall nominate a Nominee so to do and the nominee shall accept the Offer as aforesaid, then the Mortgagee and the Council (or the Nominee as the case may be) shall endeavour to agree the Purchase Price which shall represent the open market value of the Affordable Housing Unit or Affordable Housing Units subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Deed which restrict Occupation to Eligible Persons and in default of agreement on the Purchase Price within two months of the Council's notification under paragraph 6.7.2 of this paragraph 6 the Purchase Price shall be determined by an Expert pursuant to the provisions of clause 11 and paragraph 6 7.2 above;
- 6.7.4. any transfer to the Council or to the Nominee shall be completed within two (2) months of the date the Purchase Price is agreed or determined by an Expert in accordance with the provisions of this paragraph 6.7 ("**the Completion Period**");
- 6.7.5. either party may at any time give to the other written notice of its intention to discontinue in any of the following circumstances namely:
 - 6.7.5.1. if the Council shall fail to give notice of intention to accept the offer within one month of the date of the offer; or
 - 6.7.5.2. if the Council shall decline the offer and fail to nominate a nominee within one month of the date of the offer; or
 - 6.7.5.3. if either the Council or the Nominee shall at any time serve notice of intention to discontinue; or
 - 6.7.5.4. if the transfer of the Affordable Housing unit or Affordable Housing Units shall not be completed within the Completion Period notwithstanding the readiness willingness and ability of the Mortgagee to complete the transfer;
- 6.7.6. then in any of the above circumstances the Mortgagee shall be entitled (subject to compliance with Sections 39 to 50 of the Housing Act 1996 so far as is applicable) to exercise its powers of sale unfettered by the restrictions in this Schedule which shall not be binding upon any purchaser from the Mortgagee or any subsequent successor in title of the Affordable Housing Unit or Affordable Housing Units and at the written request of the Mortgagee the Council shall expeditiously issue written confirmation that the restrictions in this Schedule 1 have been discharged and rendered of no effect in respect of the Affordable Housing Unit or Affordable Housing Units and the Council shall take steps to cancel any entry in the Local Land Charges Register insofar as it may be recorded against the Affordable Housing Unit or Affordable Housing Units.

7. **Management of the Property**

- 7.1. Not to Commence the Development unless and until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the Owners' proposal for an entity to be responsible for the maintenance and management of Common Parts including the following features:
 - (i) Any open space on the Land
 - (ii) Any SuDS Scheme (if unadopted) on the Land
 - (iii) Any unadopted roads footpaths cycle ways parking courts and drives on the Land
 - (iv) Any other land that does not form part of either of the open space or any Dwelling on the Land

and the Ecological Mitigation Area, such proposals to include full details of the proposed structure and voting rights of the entity (the "**Management Company**")

- 7.2. Not to Occupy or cause or permit Occupation of any Dwelling on the Property until:
- (i) the Management Company has been formed in accordance with the approved proposal; and
 - (ii) the Management Plan has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

8. **Management Plan**

- 8.1. Prior to the expiry of three months from Commencement of Development to submit to the Council for written approval (such approval not to be unreasonably withheld or delayed) a plan ("the Management Plan") containing the following:

8.1.1. proposals for arrangements to secure the future maintenance of the Common Parts by the Company (which may include a Transfer of the Common Parts, to the Management Company or the granting of a long lease of the Common Parts by the Owner in favour of the Management Company) so as to ensure that the Common Parts are properly maintained such proposals to include details of how the costs of maintaining the Common Parts shall be met (by residents of the Dwellings or otherwise);

8.1.2. proposals for arrangements for managing parking on the Common Parts of the Land

- 8.2. The Council shall give notice to the Owner of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owner under paragraph 8.1 above within two months of receipt of such details and in the event that the Council fails to give such notice the details as submitted shall be deemed to have been approved.

- 8.3. To repair and maintain the Common Parts to the reasonable satisfaction of the Council until such time as the maintenance arrangements approved by the Council have been fully implemented

- 8.4. The Owner may submit to the Council for its written approval alternative proposals for the maintenance and upkeep of the Common Parts (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of paragraph 8.3 shall apply to the extent that the Owner shall remain responsible for the maintenance and upkeep of the Common Parts until such alternative arrangements (as approved by the Council) have been fully implemented

9. **Employment and Skills**

- 9.1. Prior to Commencement of the Development to submit to the Council for written approval the Employment and Skills Plan and not to Commence the Development or permit Commencement of Development until an Employment and Skills Plan has been approved by the Council (a template is appended at Schedule 4 in order to provide a guide for the plan's completion).

- 9.2. The Employment and Skills Plan shall include arrangements setting out how the Owner and to the extent that they are not the same person any developer or Occupier and their contractors will work directly with local employment/training agencies as part of an employment and training consortium including but not limited to:

9.2.1. Jobcentre Plus and the Skills Funding Agency; and

9.2.2. voluntary and private sectors providers; and

9.2.3. sixth form colleges; colleges of further education; and universities.

9.3. The Employment and Skills Plan shall specify the provision for training opportunities and other initiatives in respect of the vocational and employability skills required by the Owners/developer, their contractors and future occupiers, for any new jobs and business opportunities created by the Development.

9.4. Following approval of the Employment and Skills Plan by the Council to implement the approved plan and promote its objectives and ensure that so far as is reasonably practicable the objectives are met.

10. **Travel Plan**

10.1. Prior to first occupation of the dwellings to prepare and submit a draft Travel Plan to the Council for approval consistent with the Hampshire County Councils guidance "A Guide to Development Related Travel Plans" dated January 2009 (or amendment replacement or variation thereof).

10.2. Not to Occupy the Development unless and until the Travel Plan has been approved in writing by the Council.

10.3. Not to amend the Travel Plan without the prior written approval of the Council.

10.4. Not to use the Development otherwise than in accordance with the approved Travel Plan (including any approved amendments to them).

10.5. Not to Occupy the Development unless and until the first instalment of the Travel Plan Monitoring Fee (£250) has been paid to the Council and there from the remaining four annual instalments of £250 shall be paid on the 1st April in each year.

11. **Ecological Mitigation Plan**

11.1. Prior to Commencement of Development to submit to and obtain written approval from the Council of an Ecological Mitigation Plan.

11.2. The Ecological Mitigation Plan shall include:

11.2.1. a plan showing all ecological mitigation features;

11.2.2. the location, extent and composition of mitigation/enhancement habitats;

11.2.3. details of management of mitigation; and

11.2.4. boundary treatments.

11.3. The Ecological Mitigation Plan shall:

11.3.1. provide for Special Protection Areas (SPA) supporting habitat on land within the Green Land through a crop rotation strategy to accommodate over wintering birds; and

11.3.2. accord with compensation and enhancement measures detailed in the Bat Activity Survey, Dwarf Spurge Survey and Reptile Presence/Likely Absence Survey Report referred to within the Planning Permission

11.4. Following approval of the Ecological Mitigation Plan to thereafter implement and promote the objectives of the approved plan and ensure that (so far as is reasonably practicable) the objectives are met.

11.5. In the event that the Ecological Mitigation Plan identifies a requirement for any off-site or on-site works to be undertaken in order to meet the objectives then (unless otherwise agreed in writing with the Council) to carry out such works at its own cost in accordance with a timescale to be included within the Ecological Mitigation Plan.

11.6. Not to use or permit the use of the Green Land that would adversely affect the implementation and carrying out of the Ecological Mitigation Plan thereon

12. SuDS

12.1. To design or procure the design of the SuDS Scheme for the Development in accordance with the CIRIA c697-SUDS Manual or any equivalent and updated national design guidance as it may become available prior to obtaining the consents referred to in paragraph 11.2 below.

12.2. To obtain all necessary statutory consents for the SuDS Scheme and to confirm that the design of the SuDS Scheme is such that the Environment Agency is satisfied with the adequacy of the SuDS Scheme to serve the Development.

12.3. Following approval of the SuDS Scheme by the Environment Agency to deliver in writing to the Council and Hampshire County Council prior to Commencement of Development the following:

12.3.1. Illustrative drawings for the comprehensive delivery of the SuDS Scheme; and

12.3.2. A maintenance regime document for the SuDS Scheme to ensure its correct functioning and operation until transfer of the Common Parts to a management company or if earlier adoption by the approved body.

12.4. To ensure that the SuDS Scheme designed for the Development shall be so designed as to attenuate flows on the Land so as not to exceed the greenfield run-off rate (Q_{bar}) from the Land calculated in accordance with the relevant standard (currently Institute of Hydrology 124 with appropriate pro-rata adjustment to reflect the site area). Proposals should be tested against 1, 30 and 100 year return periods, as well as a 100 year + 30% climate change scenario and the design parameters of the SuDS Scheme shall address its construction, use and maintenance in light of local hydrology, land use, the impact and use of physical site features, resulting benefits to the community & the environment, and future operation (both economic & maintenance).

12.5. To provide to the Council prior to Commencement of Development the design of the SuDS Scheme including the provision of features necessary within the Land and without prejudice to the generality thereof (*inter alia*);

12.5.1. All relevant drawings and design calculations; and

12.5.2. A copy of the consents and evidence referred to in paragraph 13.2 above.

12.6. To agree in writing with the Council prior to Commencement of Development the designs for the SuDS Scheme together with a programme for its construction and delivery.

12.7. To construct the SuDS Scheme in accordance with the approved design and the programme agreed in accordance with paragraph 13.7 above.

12.8. Not to permit Occupation of any Dwelling on the Land unless and until that SuDS Scheme has been constructed and is ready for use in accordance with the provisions of this paragraph 13.

12.9. To maintain the SuDS Scheme in accordance with the maintenance regime to be agreed in paragraph 13.3.2 above until transfer of the Common Parts to a management company or if earlier adoption by the approved body.

- 12.10. To provide to the Council a performance bond ("Bond") issued by a clearing bank or other institution (hereinafter called "the Surety") approved by the Council (such approval not to be unreasonably withheld or delayed) in a form agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) for the cost of construction of the SuDS Scheme.
- 12.11. The Bond shall endure until the SuDS Scheme is adopted or if earlier the date of completion of construction of the Development and shall be to the effect that If the Owners shall fail to construct the SuDS Scheme in accordance with the provisions contained in this paragraph 11 or prior to completion of such construction shall be adjudicated bankrupt or shall go into liquidation voluntarily or otherwise or shall execute 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 its other rights remedies and powers against the Owners for such failure require by written notice the Surety to pay the Council a sum equivalent to any expenditure which the Council may incur in carrying out the construction of the SuDS Scheme and also the Council's reasonable legal costs properly arising from the provision of the SuDS Scheme for which sum the Surety binds itself and its successors and assigns to the Council.
- 12.12. To provide such Bond prior to Occupation of any Dwelling within the Development .

13. **Highway Works**

- 13.1. Not to Commence Development prior to entering into a Highway Agreement with Hampshire County Council to widen Bedhampton Hill Road and the central reservation within Havant Road under section 278 Highways Act 1980 and to provide a turning head at the entrance to the Land

Schedule 2

THE COUNCIL COVENANTS

The Council covenants with the Owner as follows:

1. Upon written request from the person who paid the said contribution to the Council (and who can provide evidence to this effect) to repay any unexpended balance of the Traffic Regulation Order Contribution to that person on the expiry of 10 years from the date of completion of the Development.
2. To pay the Education Contribution to Hampshire County Council within 10 working days of receiving such contribution from the Owner
3. To use reasonable endeavours to procure the repayment of any part of the Education Contribution remaining unspent and any interest accrued at the expiry of 10 years from the date of payment of the Education Contribution to Hampshire County Council to the person who paid the said contribution to the Council (and who can provide evidence to this effect)
4. To pay the Solent Ecological Mitigation Contribution to Hampshire County Council within 10 working days of receiving such contribution from the Owner
5. To use reasonable endeavours to procure the repayment of any part of the Solent Ecological Mitigation Contribution remaining unspent and any interest accrued at the expiry of 10 years from the date of payment of the Solent Ecological Mitigation Contribution to Hampshire County Council to the person who paid the said contribution (and who can provide evidence to this effect)

Schedule 3

EMPLOYMENT AND SKILLS PLAN

Employment and Skills Plan Template

Site
Landowner/developer
Planning application number
This document forms the developer's response to sections XX of the Section 106 Agreement between XX and XX dated XX.
Development Please give a brief description of the proposed development including identifying what is being built, the estimated construction cost, the start date, the period of construction and what the end use(s) of the development will be.
Opportunities Please state the appropriate number and type of jobs that will be created during the construction stage of the development. Please provide a copy of the labour forecasting tool if available.
Opportunities Please state the approximate number and type of jobs that will be created during the occupation stage of the development. Please provide a copy of the labour forecasting tool if available.

Contact details Please provide full contact details for the developer's project team.
Delivery Please complete the employments and skills matrix at the end of this document with details of the following employment and training measures that will be provided for local people during the construction phase of the development. Please provide a method statement to support the employment and skills plan. • Recruitment through Job Centre Plus and other local employment vehicles • Work trials and interview guarantees • Pre-employment training • Apprenticeships • Vocational training (NVQ) • Work experience (14-16 years, 16-19 years and 19+ years) • School, college and university site visits • Construction Skills Certification Scheme (CSCS) cards • Supervisor training • Leadership and management training • Support with transport, childcare and work equipment • Any further details of in-house training schemes

Please complete the employment and skills matrix at the end of this document with details of the following employment and training measures that will be provided for local people during the occupation phase of the development.

Please provide a method statement to support the employment and skills plan.

- Recruitment through Job Centre Plus and other local employment vehicles
- Work trials and interview guarantees
- Pre-employment training
- Apprenticeships
- Vocational training (NVQ)
- Work experience (14-16 years, 16-19 years and 19+ years)
- School, college and university site visits
- Construction Skills Certification Scheme (CSCS) cards
- Supervisor training
- Leadership and management training
- Support with transport, childcare and work equipment
- Any further details of in-house training schemes

Monitoring

Please provide details on how the Employment and Skills Plan will be monitored.

Employment and Skills Matrix

Category	NSAFC-CBA benchmark	Activity	Number of people	Supervision	Dates	Notes
Work placement (14-16 years)						
Work placement (16-19 years)						
Work placement (19+ years)						

Curriculum support activities – individual engagement						
Graduates – persons						
Apprentice starts – persons						
Existing apprentices – persons						
Apprentice completions – persons						
Jobs advertised through local employment vehicles – number						
NVQ starts for sub-contractors						
NVQ completions for sub-contractors						
Training plans for sub-contractors – number						
Supervisor training for sub-contractors – persons						
Leadership and management training for sub-contractors – persons						
Advanced health and safety training for sub-contractors – persons						
Construction Skills Certification Scheme (CSCS) cards	n/a					
Support with transport, childcare and work equipment	n/a					

Recruitment through Job Centre Plus	n/a					
Recruitment through other local employment vehicles	n/a					
Work trials and interview guarantees	n/a					
Pre-employment training	n/a					
In-house training schemes	n/a					