

**DATED**

19<sup>th</sup> February

**2014**

(1) PORTSMOUTH CITY COUNCIL

and

(2) THE COUNCIL OF THE BOROUGH OF HAVANT

and

(3) HAMPSHIRE COUNTY COUNCIL

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**DEED**

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Pursuant to  
Section 106 of the Town and Country Planning Act 1990  
Relating to land at  
Dunsbury Hill Farm, Havant in Hampshire

Joanna Barden-Hernandez  
Solicitor to the Council  
Havant Borough Council  
Public Service Plaza  
Civic Centre Road  
Havant, Hampshire  
PO9 2AX

1. The following information was obtained from the records of the

Department of the Interior, Bureau of Land Management:

(S) THE COUNTY OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES

AND

(S) HAWAII COUNTY, DEPARTMENT OF LAND AND NATURAL RESOURCES

TO

THE HONORABLE

GOVERNOR OF THE STATE OF HAWAII

RE: [REDACTED]

FOR THE REASON THAT [REDACTED]

WHEREAS [REDACTED]

AND WHEREAS [REDACTED]

IT IS HEREBY ORDERED THAT [REDACTED]

AND THAT [REDACTED]

BE IT ENDED, this [REDACTED] day of [REDACTED], 19[REDACTED]

AT HONOLULU, HAWAII.

BY [REDACTED]



## Index

|                                         |    |
|-----------------------------------------|----|
| Parties                                 | 1  |
| Recitals                                | 1  |
| Definitions                             | 2  |
| Schedule 1 - Draft Planning Permission  | 19 |
| Schedule 2 - Contributions              | 21 |
| Schedule 3 - Framework Travel Plan      | 24 |
| Appendix to Schedule 3:                 |    |
| Schedule 4 - Provision of Highway Works | 27 |
| Schedule 5 - Development Management     | 31 |
| Schedule 6 - Employment and Skills      | 34 |
| Schedule 7 - Pedestrian and Cycle Links | 35 |
| Schedule 8 - Mitigation Land            | 38 |
| Schedule 9 - Plans and Drawings         | 39 |

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THIS DEED is made the 19<sup>th</sup> day of February 2014  
BETWEEN

- (1) **PORTSMOUTH CITY COUNCIL** of Civic Offices, Guildhall Square, Portsmouth, ("The Owner")
- (2) **THE COUNCIL OF THE BOROUGH OF HAVANT** OF Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX ("the Council") and
- (3) **HAMPSHIRE COUNTY COUNCIL** OF The Castle, Winchester, Hampshire SO23 8UJ ("the County Council")

**WHEREAS:**

- (1) The Council and the County Council are the local planning authorities for the purposes of the Act for the area within which the Land is situate and are the local planning authorities entitled to enforce the obligations contained in this Deed
- (2) The County Council is the highway authority for Hampshire (save for trunk roads and special roads) and the transport authority for Hampshire for the purposes of the Transport Acts of 1985 and 2000 for the area within which the Land is situate
- (3) The Owner is the freehold proprietor of the Land registered at Land Registry under Title Numbers HP94806 (part title) and SH28597 (part title)
- (4) The Owner is the freehold proprietor of the Blue Land registered at Land Registry under Title Numbers HP94806 (part title) and SH28597 (part title)
- (5) The Owner is the freehold proprietor of the ASDA Roundabout Land registered at Land Registry under Title Number SH28597 (part title)
- (6) The Owner agrees the obligations in this Deed in anticipation of the grant of Planning Permission being given subject to the Owner entering into this Deed which makes provision for regulating the Development and securing the matters referred to in this Deed
- (7) The parties have agreed to enter in to this Deed with the intention that the obligations contained in this Deed may be enforced by the Council against the Owner and its statutory successors in title
- (8) The Council is the Local Authority for the purpose of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate be conducive and incidental to the Council's functions

- (9) The Owner has submitted the Application for the Development to the Council and, the Council with the County Council being desirous of improving the area and general locality of the Land and wishing to restrict and regulate the development and use of the Land, the Council is minded to grant planning permission pursuant to the Application.

**NOW THIS DEED WITNESSETH** as follows:

**1. Statutory Powers**

This Deed is made pursuant to:

- 1.1 Section 106 of the Town and Country Planning Act 1990 as amended
- 1.2 Section 111 of the Local Government Act 1972
- 1.3 Section 1, of the Localism Act 2011

to the intent that it shall bind the Owner and the Council and the County Council and their statutory successors in title to each and every part of the Land and its assigns

- 1.4 The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Town and Country Planning Act 1990 and are enforceable by the Council and the County Council

**2. Definitions**

In this Agreement the following expressions shall unless the context shall otherwise require have the following meanings:

- 2.1 The A3(M) Crossing means the proposed pedestrian crossing of the A3(M) which includes the provision of pedestrian and cycle access from the Land to Sapphire Ridge as shown in principle by the grey shaded line on the Drawing number HW1852/4354 dated 15<sup>th</sup> January 2014 entitled "Potential Pedestrian/Cycle Route" and attached to this Agreement
- 2.2 The A3(M) Crossing Works means the works to secure and provide for the A3(M) Crossing
- 2.3 "The A3(M) Link Footpath/Cycleway" means the footpath and cycle link of no less than 2.5 metres plus 0.5 metre service margin in width within the Land connecting the A3(M) Crossing to the Access Link Road Corridor indicatively shown by a red dotted line on the plan drawing number HW1852/4354 dated 11<sup>th</sup> February 2014 attached to this Agreement and

- marked "A3(M) Link Footpath" and shown on the said plan between the points labelled A - Aa or such other alignment as may be reasonably agreed between the Owner the Council and the County Council
- 2.4 "The Access Link Road Corridor" means those highway works to be undertaken to create a new access link through the Development between Hulbert Road and Woolston Road as shown within the blue line on the drawing attached to this Agreement and marked ".Access Link Road Corridor Plan 4.5"
- 2.5 "Access Link Road Corridor Works" means those highway works to be undertaken on the Access Link Road Corridor including
- i) the construction of the Access Link Road through the site shown in principle on the drawing attached to this Agreement and marked "Plan 4.5" and headed "Access Link Road Corridor"
  - ii) the construction of a bus gate at the eastern end of the Access Link Road Corridor in the position shown on Drawing number 5099849/TP/GA/104C104C
- 2.6 "Access Link Road SUDS Scheme" means that part of a scheme for the drainage of the Access Link Road Corridor as shown within the blue line on the Land in Plan 4.5 Access Link Road Corridor
- 2.7 "Access Link Road Section Submission" means the detailed specifications designs and drawings of construction of that part of the Access Link Road Corridor Works which are submitted to the County Council for approval in accordance with Paragraph 1.2.1 of Schedule 4
- 2.8 "The Act" means the Town and Country Planning Act 1990 as amended.
- 2.9 "the Act of 1980" means the Highways Act 1980 as amended
- 2.10 "Agreement" means this deed of agreement
- 2.11 "the Application" means the hybrid planning application submitted to the Council by the Owner given reference number APP/12/00338 comprising a

2.17

part outline application relating to employment uses and a hotel with conference facilities and a part detailed application for a new access link road with bus gate to Woolston Road; together with landscaping, infrastructure and associated works.

2.1

2.12 "ASDA Roundabout Improvement Works"

means the improvement of the Hulbert Road / Purbrook Way / ASDA food store junction as shown in principle on drawing 5113005/TP/PD/004 Rev E or other works identified by the County Council and agreed in writing with the Owner as being reasonably necessary for the improvement of the junction

2.13 "ASDA Roundabout Land"

means that land owned by the Owner and shown coloured green for the purposes of identification only on Plan 5113005/TP/PO/0004 Rev E

2.14 "the Blue Land"

means the land edged blue on Figure 1.2 annexed to this Agreement

2.15 "Certificate of Completion"

means the certificate or certificates issued in writing by the County Council to the Owner to signify that the County Council is satisfied by the completion of the works to which the Certificate of Completion refers

2

2.16 "Commencement Development"

of by reference to the Development and to each Reserved Matters Area means the date on which any material operation (as defined by section 56(4) of the Act) forming part of the Development or of the relevant Reserved Matters Area of the Development is begun but disregarding for the purposes of this Deed and for no other purpose operations consisting of demolition works; site clearance; ground investigations; remedial work in respect of any contamination or any adverse ground conditions; diversion and laying of services; the temporary display of site notices or advertisements; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Land and "Commence Development" "Commences Development" and all such similar expressions shall be construed accordingly.



**2.17 "Commercial Floorspace"**

means an area of the Land or building on the Land to be used for the hotel and conference facilities and other employment generating uses including but not limited to Use Classes B1 (Business) B2 (General Industry) and B8 (Storage or Distribution) of the Town and Country Planning (Use Classes) Order 1987 as set out in the aforementioned order on the date of this Deed including land within the curtilage of buildings on that Land comprising Commercial Floorspace.

**2.18 "Common Parts"**

means such parts of the Land as do not comprise any Commercial Floorspace or the curtilage of any Commercial Floorspace and shall without prejudice to the generality thereof include the roads if unadopted, communal parking areas, footways if unadopted, footpaths if unadopted, cycleways if unadopted landscaped areas, Open Space Areas, amenity spaces, the Footpath between Hermitage Stream and Park Lane Bridleway number 123 if unadopted Stream Buffers street furniture if unadopted and A3(M) Link Footpath/Cycleway if unadopted

**2.19 "Completion"**

means the practical completion of all Development upon the Land approved by the Permission

**2.20 "the Development"**

means Development authorised by the Planning Permission comprising development relating to employment uses and a hotel with conference facilities and a new access link road with bus gate to Woolston Road together with landscaping, infrastructure and associated works

**2.21 "Development Commencement Notice"**

means notice of Commencement of Development to be given by the Owner to the Council or the County Council in accordance with Paragraph 1.1.1 of Schedule 2

**2.22 "The Development Contributions"**

means the total sum of the following contributions made to secure the benefits referred to in this Deed which sums shall be increased by an amount equivalent to the increase in the Index from the date of this Agreement until the date on which such sum or part thereof is payable :

1. "the ASDA Roundabout Contribution" which shall mean the sum of £250,000.00 (Two Hundred and Fifty Thousand Pounds) to be paid by the Owner to the County Council as a contribution to the costs to be incurred by the County Council in the provision improvement and maintenance of works to the traffic roundabout forming the junction of Hulbert Road and Purbrook Way and access to the ASDA retail outlet ("the ASDA Roundabout")

2. The "Workplace Travel Framework Monitoring Contribution" which shall mean the total sum of £15,000 (fifteen thousand pounds) payable in five equal instalments of £3,000 to the County Council for the monitoring of the Workplace Travel Framework by the County Council.

**2.23 "Employers"**

means for the purpose of Schedule 6 only and to the extent they are not the same person as the Owner any developer or occupier of a Commercial Floorspace and their contractors agents and assigns

**2.24 "Employment and Skills Masterplan"**

means a package of measures aimed at improving the training skills and employability of the workforce to be employed by the Owner and Employers during construction or during occupation of the Development and on the Land or on any Reserved Matters Area and implemented in accordance with the provisions of Schedule 6 in relation to the Development and "Reserved Matters Area Employment and Skills Plan" shall be construed accordingly

**2.25 "Footpath between Hermitage Stream and Park Lane Bridleway number 123"**

means the footpath of no less than 2.5 metres in width shown indicatively only by a dotted red line on the drawing attached to this Agreement and marked "Figure 1.4" providing a route for pedestrians between the points shown marked 'A' and 'B' on the said Plan and linking Hermitage Stream and Park Lane Bridleway number 123

**2.26 "Framework Travel Plan"**

means the agreed Framework travel Plan dated March 2012 appended to this Agreement as Appendix to Schedule 3

**2.27 "Full Travel Plan"**

means the full travel plan to be prepared by the occupier of each and any Commercial Floorspace in accordance with the Framework Travel Plan to include a package of measures aimed at promoting and implementing more sustainable travel choices and reducing reliance on the private motor vehicles for travel to and from the Commercial Floorspace to which the Full Travel Plan relates in accordance with the Guide

**2.28 Full Travel Plan Approval Fee**

which shall mean the sum of £750 (seven hundred and fifty pounds) payable to the County Council on approval of the Full Travel Plan for each Reserved Matters Area by the County Council in accordance with the Guide

**2.29 Full Travel Plan Monitoring Fee**

which shall mean the total sum of £5,000 (five thousand pounds) payable in five equal instalments of £1,000 to the County Council for the monitoring of the Full Travel Plan for each Reserved Matters Area by the County Council in accordance with the Guide

**2.30 "The Guide"**

means the County Council's adopted travel plan guidance titled 'A Guide to Development Related Travel Plans' dated January 2009

**2.31 "Hulbert Road Highway Works"**

means works on the public highway including

- i) works on Hulbert Road to afford access to the Development as shown in principle on Drawing Number 5099849/TP/GA/101 Rev C attached hereto
- ii) the provision of a lay-by as shown in principle on Drawing 5099849/TP/GA/101 Rev C

**2.32 "Index"**

means the All Items Index of Retail Prices issued by the Office for National Statistics or any successor index published by a successor organisation

- 2.33 "Interest" means interest at 4% per annum above the base lending rate of the Bank of England from time to time
- 2.34 "the Land" Means the Land at Dunsbury Hill Farm Havant in Hampshire shown for identification purposes only edged by a red line on Figure 1.2 annexed to this Agreement
- 2.35 "Management Company" means a company or other body to be charged with the management of the Common Parts in accordance with Schedule 5
- 2.36 "Management Plan" means a plan for the maintenance and management of the Common Parts in accordance with Schedule 5
- 2.37 "Mitigation Land" means such part of the land shown double hatched black on the drawing annexed to this agreement and marked 285358AH-HHL-SK013 Rev A as the Owner is satisfied in its absolute discretion following consideration of any advice received by the County Council from all relevant statutory bodies is essential to enable the County Council to undertake the Mitigation Measures
- 2.38 "Mitigation Measures" means such mitigation measures as it is determined by the Council by an appropriate assessment made pursuant to the Conservation of Habitats and Species Regulations 2010 the Natural Environment and Rural Communities Act 2006 and policy CS11 of the Council's Core Strategy are required for the mitigation of the effects of the ASDA Roundabout Improvement Works
- 2.39 "Occupation and Occupied" 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 of the Development or display or occupation in relation to security operations and "occupy" shall be construed accordingly
- 2.40 "Open Space Area" means any area of open space to be laid out on the Land (to include the Access Link Road landscaping) to implement the open space, landscape and ecology strategy and detailed schemes agreed with the Council pursuant to

**2.41 "Open Space Works"**

Conditions A1 A3, B3 and C3 of the Planning Permission excluding any areas of land which are identified by Reserved Matters Approvals as the curtilage of Commercial Floorspace

means works to provide an Open Space Area including landscaping and any ecological mitigation approved pursuant to condition A1, A3, B3 and C3

**2.42 "Pedestrian and cycle links to the south and east"**

means the combined footpath and cycle links of no less than 2.5 metres plus 0.5 metre service margin in width within the Land and Blue Land indicatively shown by a red dotted line on the drawing attached to this Agreement and marked "Pedestrian and Cycle Links to the South and East Plan 1.5" and shown on the said drawing between the points labelled A-B-C-D-E-F or such other alignment as may be reasonably agreed between the Owner the Council and the County Council

**2.43 "Planning Permission"**

any permission which may be granted pursuant to the Application.

**2.44 "a Reserved Matters Area"**

means an area of the Development shown as the application site by a Reserved Matters Application which has been granted Reserved Matters Approval.

**2.45 "Reserved Matters Approval"**

means the approval of all or any of the matters reserved for subsequent approval of the Council by the Planning Permission and following submission of a Reserved Matters Application by the Owner

**2.46 "Reserved Matters Area Commencement Notice"**

means written notice of commencement of Development in a particular Reserved Matters Area to be given by the Owner to the Council and the County Council in accordance with paragraph 1.1.1 of Schedule 2

**2.47 "Reserved Matters Area Employment and Skills Plan"**

means a package of measures aimed at improving the training skills and employability of the workforce to be employed by the Owner and Employers during construction or during occupation of any Reserved Matters Area of the Development and implemented in accordance with the provisions of Schedule 6 in relation to that Development

**2.48 "Reserved Matters Application"**

means an application made, following the grant of the Planning Permission, to the Council for approval of further matters including the access scale appearance and landscaping of the proposed development or of further Reserved Matters Areas and Elements thereof and "Reserved Matters Approval" shall be construed accordingly

**2.49 "Site Wide Travel Plan Co-ordinator"**

means a person appointed by the Owner to be responsible for monitoring implementation and performance of the Workplace Travel Plan Framework and the Travel Plans in respect of each area of Commercial Floorspace and generally perform the duties ascribed to the Travel Plan Co-ordinator in accordance with Schedule 3 of this Agreement and the Framework Travel Plan

**2.50 "Specialist"**

means a person having held for not less than 10 years appropriate qualifications and experience in the matters in dispute as agreed by the parties to this Agreement or failing agreement such person as is nominated by the President for the time being of the Royal Institute of Chartered Surveyors on the application of the parties to this Agreement

**2.51 "Stream Buffers"**

Means a combination of two continuous margins of land, each margin running along each side of both Hermitage Stream and Park Lane Stream and each margin being no less than 10m in width.

**2.52 "Temporary Access"**

Shall mean temporary access from Woolston Road or Calshot Road to an area of Commercial Floorspace for pedestrians and cyclists to pass and repass from the public highway to the relevant area of Commercial Floorspace

**2.53 "Temporary Access Submission"**

Shall mean details specifications and a timetable for the provision of Temporary Access

**2.54 Travel Plan Deposit**

means the sum required to secure the cost of implementation of the Full Travel Plan for each area of Commercial Floorspace

- 2.55 "VAT" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax.
- 2.56 "Working Day" means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

### **3. Interpretation**

In this Deed unless otherwise specified

- 3.1 Reference in this Agreement to a Recital Clause Schedule Plan or Appendix shall mean a Recital Clause Schedule Plan or Appendix to this Agreement
- 3.2 Headings in this Agreement are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Agreement
- 3.3 In this Agreement where the context so admits:
- 3.3.1 words importing one gender shall include all other genders
- 3.3.2 words importing the singular shall include the plural and vice versa
- 3.4 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa
- 3.5 Unless this Deed 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 policies and plans for the time being made, issued or given under that legislation or deriving validity from it PROVIDED that as between the parties, no such amendment extension or re-enactment shall apply to this Deed to the extent that it would impose any new or extended obligation, liability or restriction on or otherwise adversely affect the rights of any party
- 3.6 References to the Land include any part of it
- 3.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 3.8 Any covenant by the Owner not to do any act or thing includes a covenant not to agree to permit or allow the doing of that act or thing

3.9 If any provision is held to be illegal, invalid or unenforceable, the legality validity and enforceability of the remainder of the provisions of this Deed shall be unaffected

3.10 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the County Council and the Environment Agency successors to their respective statutory functions

3.11 Where an obligation falls to be performed by more than one person, subject to the provisions of clause 8 the obligation can be enforced against every person so bound jointly and against each of them individually

3.12 A reference to writing or written does not include faxes or e-mail

#### **4 Contracts (Rights of Third Parties) Act 1999**

4.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Deed is not made for the benefit of nor shall any of its provisions be enforceable by any person other than

4.1.1 the parties to this Deed

4.1.2 any person deriving their title to all or any part of the Land under or from the Owner

4.1.3 any body succeeding to the statutory duties and functions of the Council as the local planning authority

4.1.4 any body succeeding to the statutory duties and functions of the County Council as highway authority or transport authority

#### **5 Commencement and Conditionality**

5.1 Unless otherwise provided for by this Deed it shall take effect on the date of the Planning Permission

5.2 The provisions of Schedule 2 at paragraphs 1.2.1 and 1.5.2 shall take effect on the Commencement of Development

5.3 The provisions of Schedule 3 in respect of each or any Reserved Matters Area shall take effect on Commencement of Development of that Reserved Matters Area in the area of Land comprised in the relevant Reserved Matters Area of the Development

#### **6. Phasing**

It is hereby further agreed and declared as follows:



- 6.1 The Owner intends that the Development together with associated highway works shall be carried out progressively in a number of Reserved Matters Areas and that each Reserved Matters Area may be the subject of one or more applications for Reserved Matters Approval made to the Council in respect of that Reserved Matters Area
- 6.2 Each and every one of the planning obligations and other stipulations to this Deed shall apply independently to each Reserved Matters Area of the Development unless a contrary intention is expressed in this Deed or the Council and the County Council (as the case may be) agree to treat any one of the Reserved Matters Areas of the Development as a single planning unit for the purpose of any particular obligation or requirement under the relevant Schedule or the whole of that Schedule
- 6.3 Where in any Schedule an obligation is expressed to apply to the Land then unless a contrary view is expressed in this Deed it shall apply equally to any Reserved Matters Area of the Development
- 6.4 Where any obligation or stipulation to this Deed has been complied with or discharged in respect of any Reserved Matters Area in accordance with the provisions of this Deed then that compliance or discharge of the obligation or stipulation shall be deemed to be satisfaction of the requirements of the Council and the County Council in respect of that Reserved Matters Area in agreeing for the Development to proceed and no further obligation or stipulation of any similar kind shall be required in respect of any Reserved Matters Approval in respect of that Reserved Matters Area

## **7 Covenants to the Council and the County Council**

- 7.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 2, Schedule 5, Schedule 6 and Schedule 7 and with the County Council to observe and perform the covenants, restrictions and obligations contained in Schedule 2, Schedule 3, Schedule 4, Schedule 7 and Schedule 8

## **8 Release**

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

## **9 Determination of deed**

- 9.1 The obligations in this Deed shall cease to have effect if before the Commencement of Development, the Permission:

- (a) expires;

- (b) is varied or revoked other than at the request of the Owner or
- (c) is quashed following a successful legal challenge.

## **10 Local land charge**

- 10.1 This Deed is a local land charge and shall be registered as such by the Council.

## **11 Interest on late payment**

- 11.1 Where any sum or amount has not been paid to the Council or the County Council by the date on which it is due, the Owner shall pay the Council or the County Council, as appropriate, Interest on that amount for the period from the due date up to and including the date of payment.

## **12 Reasonableness**

- 12.1 Any approval, consent, direction, authority, agreement or action to be given by the Council or the County Council under this deed shall not be unreasonably withheld or delayed.
- 12.2 In the event that the Council or the County Council has not given a refusal or approval or consent or authority or agreement with any application or submission by the Owner one month after such application or submission has been made by the Owner in accordance with the requirements and provisions of this Deed the approval consent authority or agreement shall be deemed to have been given PROVIDED THAT such deemed consent shall not apply to any approvals required pursuant to the highways agreements referred to in Schedule 4 paragraph 1.1.1, or in respect of any approval pursuant to Schedule 4, paragraph 1.2.2, or in respect of any Access Link Road Section Submission for a Reserved Matters Area for a period of three months following the relevant Access Link Road Section Submission

## **13 Cancellation of entries**

- 13.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council or the County Council, as appropriate, will issue a written confirmation of such performance or discharge.
- 13.2 Following the performance and full satisfaction of all the terms of this Deed or if this Deed is determined pursuant to clause 9 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

## **14 Disputes**

- 14.1 Subject to clauses 14.5 and 14.6, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 14 provided that the notice shall propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 14.2 Any dispute over the type of Specialist 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 type of Specialist and to arrange his nomination under clause 14.3.
- 14.3 Any dispute over the identity of the Specialist shall be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination provided that if no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist shall be nominated by the President or next most senior available officer of the Law Society of England and Wales.
- 14.4 The Specialist shall act as an independent expert and:
- 14.4.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;
- 14.4.2 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;
- 14.4.3 the Specialist 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;
- 14.4.4 the Specialist 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;
- 14.4.5 the Specialist 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
- 14.4.6 the Specialist shall use all reasonable endeavours to publish his decision within 30 working days of his appointment.

14.5 Responsibility for the costs of referring a dispute to a Specialist under this clause 14, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

14.6 This clause 14 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

## **15 No fetter of discretion**

15.1 Nothing (contained or implied) in this deed shall fetter or restrict the Council's or the County Council's statutory rights, powers, discretions and responsibilities.

## **16 No compensation payable**

16.1 No compensation shall be payable by the Council or the County Council as a result of the obligations contained in this deed.

## **17 Waiver**

17.1 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants, restrictions or obligations of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions contained in this deed or acting on any subsequent breach or default of this deed.

## **18 Future Permissions**

18.1 Nothing in this deed shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

## **19 Notices**

19.1 Any notice or other communication required to be given under this deed shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to any person required to receive the notice or communication at its address set out above or as otherwise specified by the relevant person by notice in writing to each other person.

19.2 Any submission of documents or details to the Council pursuant to this Deed shall include a reference to the Planning Permission the date and parties to

this agreement, and the paragraph under which approval is sought, together with a statement of the date by which a decision must be given by the Council

## **20 Timings**

Any timing provisions contained in any part of this Deed are subject to the provision that any such timing provisions may reasonably be varied with the written agreement of the Owner and the Council or County Council as the case may be

## **21 Severance**

21.1 If any court or competent authority finds that any provision of this deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this deed shall not be affected.

21.2 If any invalid, unenforceable or illegal provision of this deed would be valid, enforceable and legal if some part of it were deleted, the parties shall amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the original intention of the parties.

## **22 Value added tax**

22.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.

22.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

## **23 Governing Law**

23.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

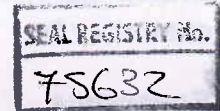
23.2 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **24. Indexation**

24.1 Any sum which is required to be paid by any of the parties to this Agreement shall be increased by an amount equivalent to the increase in the Index from

the date of this Agreement until the date on which such sum is payable and for the avoidance of doubt this Clause shall apply to sums which are to be repaid to the Owner by any party

IN WITNESS whether the parties hereto have executed these presence as a Deed the day and year first before written

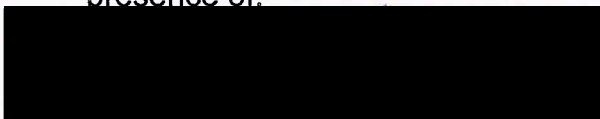


EXECUTED as a DEED by affixing THE  
COMMON SEAL of **PORTSMOUTH CITY**  
**COUNCIL** in the presence of:



Authorised Officer

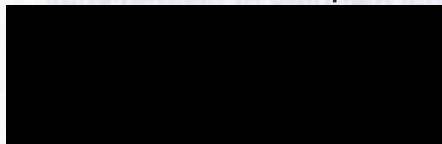
EXECUTED as a DEED by affixing THE  
COMMON SEAL of **THE COUNCIL OF**  
**THE BOROUGH OF HAVANT** in the  
presence of:



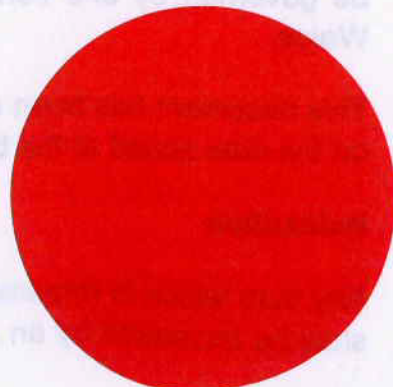
Authorised Signatory



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



Officer



**Schedule 1**

**Draft Planning Permission**







**Havant**  
**BOROUGH COUNCIL**

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London  
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For: Portsmouth City Council

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**The Town and Country Planning (Development Management Procedure) (England) Order  
2010**  
**Grant of Planning Permission**

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**Application Number:** APP/12/00338

**Site Address:** Dunsbury Hill Farm, Park Lane, Cowplain, Waterloooville

**Proposal:** Hybrid planning application comprising a part outline application relating to development for employment uses and a hotel with conference facilities and a part detailed application for a new access link road with bus gate to Woolston Road; together with landscaping, infrastructure and associated works.

Further to your application received on 30 March 2012, which was valid from 16 January 2013, Havant Borough Council, as Local Planning Authority

**A) Grants Full Planning Permission** for only the following part of the above proposal as described:

**A new access link road with bus gate to Woolston Road; together with landscaping, infrastructure and associated works.**

This permission is subject to compliance with:

- (i) Part of the plans and other documents submitted with regard to your application, which relate to the development as described at (A) above and;
- (ii) Conditions A1-19 and C1-5 below:

and;

**B) Grants Outline Planning Permission** for only the following part of the above proposal as described:

**Development for employment uses and a hotel with conference facilities; together with landscaping, infrastructure and associated works.**

This permission is subject to compliance with:

- (i) Part of the plans and other documents submitted with regard to your application, which

relate to the development as described at (B) above and;

- (ii) Conditions A1-19 and B1-11 below:

**Conditions A1 – A19 apply to the entire development site**

(all land within the red line shown by the drawing 'Planning Application Site Boundary - Figure 1.2')

**A1 Submission of Landscape, Open Space and Ecology Strategy and Habitat Creation Area details**

Unless otherwise approved in writing by the Local Planning Authority, no development shall take place until the following documents and details have been submitted to and approved in writing by the Local Planning Authority:

- i) An Open Space Landscape and Ecology Strategy including:
  - a) provisions for publicly accessible open space and,
  - b) a Monitoring and Review Framework and,
  - c) an Ecological Mitigation and Management Plan with provisions for ecological mitigation and management, and
- ii) Detailed plans and methods for the establishment of a Habitat Creation Area, including provisions for its subsequent management and maintenance.

These documents and details shall be substantially in accordance with the Design and Access Statement dated March 2012 and the Environmental Statement, (including mitigation measures) also dated March 2012, which were submitted with the planning application and unless otherwise approved in writing by the Local Planning Authority and a review of these documents and details shall be submitted to and approved in writing by the Local Planning Authority within four years of the date of the approval of the last approved version of the document.

The development shall only be carried out and shall be permanently managed and maintained in accordance with the above documents and details as approved under this condition.

**Reason:** To ensure satisfactory comprehensive and high quality development and proper planning of the area and to safeguard ecology, including protected species having due regard to policies CS11, CS16, CS18 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012 and in view of the likely length of the development period, to ensure that any refinements needed are made to reflect changed circumstances or new information or best practices.

**A2 SUDS Masterplan**

Unless otherwise approved in writing by the Local Planning Authority, no development shall take place until a Sustainable Drainage (SUDS) Masterplan and supporting technical information has been submitted to and approved in writing by the Local Planning Authority. This Masterplan and supporting information shall be in broad conformity with the Indicative Drainage Plan Figure 13.1, at Appendix A.1 of the Dunsbury Hill Farm Flood Risk Assessment dated March 2012 and shall include:

- a) measures to attenuate flows on the site so as not to exceed the greenfield run-off rate of 3.4 l/s/ha from the site, calculated in accordance with the relevant standard (currently Institute of Hydrology 124 with appropriate pro-rata adjustment to reflect the site area), and

- b) proposals tested against 1, 30 and 100 year return periods, and
- c) proposals tested for a 100 year + 30% climate, and
- d) detention basins (where relevant) designed in accordance with the method prescribed in the Flood Risk and Drainage Assessment submitted with the outline application, and
- e) design parameters of the SUDS masterplan which 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),
- f) An explanation of how sustainable drainage for the Access Link Road Corridor and Reserved Matters Areas are to be interconnected and designed not to exceed the greenfield run-off rate of 3.4 l/s/ha from the site.
- g) Details of future SUDS management and maintenance arrangements including proof of adequate financial provision and a named body responsible for management plus production of a detailed management plan.

The development shall only be carried out in accordance with this Masterplan and supporting technical information and all surface water SUDS drainage shall be permanently managed and maintained in accordance with the management and maintenance arrangements and provisions approved under part g of this condition.

**Reason:** To ensure the provision of a satisfactory comprehensive sustainable drainage system to prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site having due regard to policies CS15, CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and National Planning Policy Framework, March 2012.

### A3 Phasing Plan & Schedule

Prior to the commencement of any development hereby approved a phasing plan and schedule shall be submitted to and approved in writing by the Local Planning Authority to show how the full development of the site is to be carried out in numbered phases, and this plan and schedule shall be updated as phases are subsequently divided, subdivided or amalgamated and each updated version shall be submitted to and approved in writing by the Local Planning Authority. The phasing plan and schedule and any updated version shall include all of the following information:

- i) The location of each phase
- ii) The quantum of the development of each phase (size of the site or floorspace of buildings)
- iii) Any elements of Sustainable Drainage (SUDS) to be provided within each phase and how these will connect to other drainage downstream or upstream of each phase with a timetable for the provision of drainage relative to each phase
- iv) The provision of access to each phase, including any phased provision of the Access Link Road, the bridge over Hermitage Stream, bus gate (including vehicle turning space), bus stops and shelters, paths and cyclepaths and other new access roads, with a timetable for the connection of the Access Link Road to Woolston Road and for the provision of access roads relative to

each phase

- v) A timetable for the provision of ecological mitigation and provision of new habitat relative to each phase
- vi) A timetable for the provision of a Habitat Creation Area
- vii) A timetable for the provision and completion of open space and landscaped areas, including publicly accessible open space relative to each phase

Development shall only be carried out in accordance with the approved phasing plan, schedule and timetable or any approved updated version unless otherwise approved in writing by the Local Planning Authority.

**Reason:** To ensure a co-ordinated and comprehensive form of development in which interdependent elements of the overall development are planned for and timetabled. It also allows flexibility by means of updating of these phases and timetabling as detailed plans for the site emerge. This is important in delivering a high quality and properly planned form of development having due regard to policy CS18 of the Havant Borough Local Plan (Core Strategy) and the National Planning Policy Framework 2012.

#### **A4 Environmental Impact**

The development hereby approved shall be in broad conformity with the Environmental Statement which forms part of the current application.

**Reason:** To ensure that the impacts of development and mitigation are broadly in accordance with the Environmental Statement pursuant to the Town and Country Planning (Environmental Impact Assessment) Regulations 2011.

#### **A5 Materials**

Construction of each building or structure shall not commence until samples and details of all external materials and any surfacing (including semi-permeable materials) have been submitted to and approved in writing by the Local Planning Authority. Thereafter only such approved materials and finishes shall be used in the construction of each building, structure or surfacing work.

**Reason:** In the interests of the amenities of the locality and having due regard to policies CS16 and DM9 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

#### **A6 Means of enclosure - PD Restriction along Access Road, Park Lane and frontages**

No means of enclosure shall be erected along any frontage with the principal access road (the Access Link Road as shown by Figure 4.5 contained within the Environmental Statement Volume 2 – Drawings, dated March 2012), or any frontage onto Park Lane or any frontage onto other access roads and paths throughout the development area, unless details have first been approved in writing by the Local Planning Authority. This condition shall apply notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995, as amended or any Order amending, revoking or re-enacting that Order.

**Reason:** To control enclosures in prominent locations and where highway visibility may also be important, in order to ensure a high quality form of development and in the interests of safety, to accord with policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

#### **A7 Landscaping - Implementation**

All landscaping for each phase of development shall be completed, in full accordance with detailed landscaping schemes as shall first be approved under conditions B3 & C3 of this notice of permission, prior to the occupation of each such phase or during the first planting season immediately following occupation. Any tree or shrub planted or retained as part of any such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.

**Reason:** To ensure the appearance of the development is satisfactory and having due regard to policies CS11, CS16, DM8 and CS18 of the Havant Borough Local Plan (Core Strategy) 2011 Framework and National Planning Policy Framework March 2012.

#### **A8 Hermitage Stream Restoration – Details**

The proposed restoration of Hermitage Stream shall be carried out in accordance with a scheme to be submitted to and approved in writing by the Local Planning Authority prior to the commencement of development (with the exception of the construction of the vehicular access at Hulbert Road and the first 40 metres of the Access Link Road eastward of Hulbert Road), unless otherwise approved in writing by the Local Planning Authority.

The scheme shall include the following features

- i. Full details of channel design, including but not limited to, details of channel alignment, marginal zones, bed material and any proposed features such as pools and riffles.
- ii. Proposed cross sections and a long section.
- iii. Details of flow alterations.  
Detailed calculations confirming that the restoration scheme and bridge over Hermitage Stream will not increase flood risk to the Dunsbury Hill Farm site or off-site areas
- iv. Details of proposed planting scheme.
- v. Implementation details for the construction methodology
- vi. Details of future maintenance regimes.

The Stream shall be permanently managed and maintained in accordance with the detailed maintenance regime approved under this condition.

**Reason:** To ensure that the proposed river restoration is carried out and in a way that contributes to nature conservation value and contributes to the outcomes of the Water Framework Directive, having due regard to policies DM8, CS11, CS15 & CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and policy AL7 of the Submission Version of the Havant Borough Local Plan (Allocations) December 2013, and the National Planning Policy Framework 2012. (Env't Agency)

#### **A9 Hermitage Stream – Buffer**

- i) Prior to the commencement of development (with the exception of the construction of the vehicular access at Hulbert Road and the first 40 metres of the Access Link Road eastward of Hulbert Road) a scheme for the provision and management of a sufficient buffer zone alongside the Hermitage Stream shall be submitted to and agreed in writing by the Local Planning Authority.

ii) Prior to the commencement of development of that part of the site to the east of the Park Lane bridleway (FP 123) a scheme for the provision and management of a sufficient buffer zone alongside Park Lane Stream shall be submitted to and agreed in writing by the Local Planning Authority.

The development shall be carried out in accordance with the approved schemes i) and ii) and any subsequent amendments which are first agreed in writing by the Local Planning Authority. The buffer zone scheme shall be kept free from built development including lighting, and formal landscaping, unless otherwise approved in writing by the Local Planning Authority. The schemes i) and ii) shall include:

- a. Plans showing the extent and layout of the buffer zone.
- b. Details of any proposed planting scheme.
- c. Details demonstrating how the buffer zone will be protected during development and permanently managed and maintained including proof of adequate financial provision and named body responsible for management plus production of detailed management plan.

**Reason:** To protect the ecological value of the Hermitage Stream & Park Lane Stream in the long term, especially where there is the opportunity to restore the heavily modified channel to a natural state in accordance with the outcomes of the Water Framework Directive, having due regard to policies DM8, CS11, CS15 & CS16 of the Havant Borough Local Plan Core Strategy 2011, and policy AL7 of the Submission Version of the Havant Borough Local Plan (Allocations) December 2013, and the National Planning Policy Framework 2012.

#### **A10 Tree Protection**

Prior to the commencement of each phase of development a full Tree Protection Plan for that phase must be submitted to the LPA for approval, (unless agreed otherwise in writing by the Local Planning Authority)

No development including site clearance shall commence on the site until all trees not previously agreed with the Local Planning Authority for removal, shall have been protected by fencing, the extent of which shall first be agreed in writing with the Local Planning Authority. Such fencing shall conform to the following specification in accordance with BS5837 2012.: Trees in relation to construction shall be of a minimum 2.4 metres high, comprising a vertical and horizontal framework of scaffolding, well braced to resist impacts, supporting a minimum of 20mm exterior grade ply.

Such fencing shall be maintained throughout the course of the works on the site, during which period no access, placement of materials, fuels or chemicals, soil or other materials shall take place inside the fenced off area.

**Reason:** To ensure that trees, shrubs and other natural features to be retained are adequately protected from damage to health and stability throughout the construction period in the interests of amenity and having due regard to policies CS11.4 and CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

#### **A11 Environmental Management During Construction**

Prior to the commencement of each phase of development a Construction Environment Management Plan (CEMP) for that phase shall be submitted to and approved in writing by the Local Planning Authority including:

- a. Site management conforming to Environmental Statement, air quality, suppression of dust, control of noise & vibration, protection of water quality,

waste management plan, wheel washing, hours of work

- b. Traffic management, routing, delivery hours, frequency, site manager / banksman,
- c. Identify specific responsibilities and enforcing agencies (not only Planning Authority)

Each phase of development shall only be carried out fully in accordance with the Construction Management Plan for that phase unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** To mitigate and minimise the impacts of development in accordance with the Environmental Statement submitted with the application and having due regard to policies DM8, DM10, CS18 and CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and policy AL1 of the Submission Version of the Havant Borough Local Plan (Allocations) December 2013, and National Planning Policy Framework, March 2012

#### **A12 Contractor parking on site.**

Prior to the commencement of each phase of development, including any related site clearance, a plan and particulars specifying the provision to be made within the site and/or on other land nearby for the parking (throughout the clearance and construction period) of construction vehicles and of other vehicles delivering/removing materials and other items to/from the development site have been submitted to and approved in writing by the Local Planning Authority. Thereafter, throughout such site clearance and implementation of each phases of development, all such temporary parking provision shall be provided and used only as such.

**Reason:** In the interests of highway safety and to safeguard the amenities of the locality and having due regard to policies CS16, DM10 and DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

#### **A13 Site compound & Storage**

Prior to the commencement of each phase of development, including any related site clearance, plans and particulars specifying the provision to be made for a material storage compound shall be submitted to and approved in writing by the Local Planning Authority. The approved compound shall be available prior to the commencement of any building works and throughout the contract period for each phase and no materials shall be stored anywhere else on the site unless otherwise agreed in writing by the Local Planning Authority. This condition shall apply notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995, or and Order revoking or re-enacting that Order.

**Reason:** To mitigate and minimise the impacts of development in accordance with the Environmental Statement submitted with the application, to control pollution, to safeguard the amenities of the locality and having due regard to policies CS16, CS18 CS20, DM8 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

#### **A14 Contaminated land – scheme**

Prior to the commencement of each phase of development a scheme to deal with the risks associated with contamination of that part of the site shall be submitted to and approved in writing by the Local Planning Authority. That scheme shall include all of the following elements unless specifically excluded, in writing by the Local Planning Authority.



1. A desk study identifying:
  - a. All previous uses
  - b. potential contaminants associated with those uses.
  - c. a conceptual model of the site indicating sources, pathways and receptors potentially unacceptable risks arising from contamination at the site.
2. A site investigation scheme based on previous investigation reports, for the purpose of provide informing an appropriate assessment of the risks to all receptors that may be affected, including those off site.
3. The results of the site investigation and risk assessment (2) and if appropriate, a method statement based on these results giving full details of the remediation measures required and how they are to be undertaken.
4. A verification report shall be prepared on completion of the remediation measures set out in (3) confirming that measures have been undertaken in accordance with the method statement and setting out measures for maintenance, further monitoring and reporting.

The approved scheme shall be implemented prior to development of each phase commencing on site and shall be adhered to at all times unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** To prevent future site users and buildings being exposed to unacceptable risks of harm arising from previous land uses, inclusive of filled land & soil gas, and having due regard to policy DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and policy DM17 of the Submission Version of the Havant Borough Local Plan (Allocations) December 2013, and National Planning Policy Framework, March 2012.

#### **A15 Contaminated land – mitigation**

If, during development of any phase, contamination not previously identified on site is found to be present, no further development of that phase shall be undertaken until a report has been submitted to and approved by the Local Planning Authority detailing how that contamination is to be dealt with. Unless otherwise agreed in writing with the Local Planning Authority, all works outlined in the submitted report shall be implemented and fully adhered to prior to works recommencing on site.

**Reason:** To ensure that potential risks from unanticipated land contamination to the future users of the land are minimised, together with those to property. To ensure that the development can be carried out safely without unacceptable risks to workers, and having due regard for policies and having due regard to policy DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and policy DM17 of the Submission Version of the Havant Borough Local Plan (Allocations) December 2013, and National Planning Policy Framework, March 2012.

#### **A16 Archaeology - investigation & management.**

No development hereby permitted shall commence until the applicant, or their agents or successors in title, has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been first submitted by the applicant and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved programme of archaeological work and scheme of investigation.

**Reason:** The site is of archaeological significance and it is important that the opportunity should be afforded to excavate the site before development commences



and having due regard to policy CS11.4 of the Havant Borough Local Plan (Core Strategy) 2011, and National Planning Policy Framework, March 2012.

#### A17 Ecology – Dormice

Prior to the commencement of any development activities, fully-detailed dormouse mitigation, compensation and enhancement measures for shall be submitted to and agreed in writing by the Local Planning Authority. Such details shall be broadly in accordance with the measures detailed within Chapter 15 of the 'Dunsbury Hill Farm Environmental Statement Volume 1' (Atkins, March 2012) and the 'Dormouse Mitigation Strategy Technical Note' (Atkins, August 2013) and will include (but not necessarily be restricted to) such matters as: location, extent and timing of vegetation loss; location, extent and composition of habitat creation; location of mitigation features such as nest boxes. The development shall only be carried out in accordance with the approved details and mitigation, compensation and enhancement measures, unless otherwise agreed in writing by the Local Planning Authority

**Reason:** In order to safeguard protected species and having due regard to policy CS11 of the Havant Borough Local Plan (Core Strategy) 2011 and National Planning Policy Framework, March 2012.

#### A18 Ecology – Bats

Prior to the commencement of any development activities a detailed scheme of bat mitigation measures shall be submitted to and agreed in writing by, the Local Planning Authority. Such details shall be broadly in accordance with the outline mitigation, compensation and enhancement measures detailed within Chapter 15 of the 'Dunsbury Hill Farm Environmental Statement Volume 1' (Atkins, March 2012) and the 'Phase 2 Bat Survey' report (ECC SA, August 2013) and will include (but not necessarily be restricted to) such matters as: results of updating Phase 1 and Phase 2 bat roosting and activity surveys; assessment of likely impacts to roosting, foraging and commuting bats; measures for the enhancement of the site for bat species (e.g. protected/enhanced flight routes, new roosting opportunities etc.). The development shall only be carried out in accordance with the approved mitigation measures unless otherwise agreed in writing by the Local Planning Authority

**Reason:** In order to safeguard protected species and having due regard to policy CS11 of the Havant Borough Local Plan (Core Strategy) 2011 and National Planning Policy Framework, March 2012.

**A19** The development hereby permitted shall be carried out in accordance with the following approved plans:

| Plan Number              | Title                              | Date of revision               |
|--------------------------|------------------------------------|--------------------------------|
| Figure 1.2               | Planning Application Site Boundary | March 2012                     |
| 5099849/TP/LP/101 Rev B  | Location Plan Overview             | 4.11.11                        |
| Figure 4.5               | Access Road and Link Road          | March 2013                     |
| Figure 5.8 – Rev A       | Indicative Masterplan              | January 2013                   |
| 5099849/TP/GA/101 Rev C  | General Arrangement (sheet 1 of 4) | 16.3.11                        |
| 5099849/TP/GA/102 Rev B  | General Arrangement (sheet 2 of 4) | 4.11.11                        |
| 5099849/TP/GA/103 Rev D* | General Arrangement (sheet 3 of 4) | 4.11.11 (*Issue date 10.12.12) |

|                                                    |                                                                                                                |                                                                                                    |
|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| 5099849/TP/GA/104 Rev C*                           | General Arrangement (sheet 4 of 4)                                                                             | 4.11.11 (*Issue date 10.12.12)                                                                     |
| 5099849/TP/GA/102 Rev A                            | Long Sections M001 & M002 (Main Development Alignment)                                                         | 4.11.11                                                                                            |
| 5099849/TP/XS/101 to 5099849/TP/XS/112 (All Rev A) | Cross Sections (Sheets 1-12)                                                                                   | 4.11.11                                                                                            |
| 5099849/TP/BR/101 Rev D*                           | Bridge General Arrangement                                                                                     | 4.11.11 *but this version issued to Local Planning Authority by email Ecologist's 23rd August 2013 |
| HW1852/4354                                        | Potential Pedestrian/Cycle Route.                                                                              | 15 January 2014                                                                                    |
| 5099849/TP/LP/0009 Rev A                           | Tree Survey Plan 8                                                                                             | 15.8.11                                                                                            |
| 5099849/TP/LP/0010 Rev A                           | Tree Survey Plan 9                                                                                             | 15.8.11                                                                                            |
| 5099849/TP/LP/0008 Rev A                           | Tree Survey Plan 7                                                                                             | 15.8.11                                                                                            |
| 5099849/TP/LA/0001 Rev A                           | Tree Survey Key Plan                                                                                           | 23.8.11                                                                                            |
| 5099849/TP/LA/0004 Rev A                           | Tree Survey Plan 3                                                                                             | 23.8.11                                                                                            |
| 5099849/TP/LP/0007 Rev A                           | Tree Survey Plan 6                                                                                             | 15.8.11                                                                                            |
| 5099849/TP/LP/0006 Rev A – Draft                   | Tree Survey Plan 5                                                                                             | 15.8.11                                                                                            |
| 5099849/TP/LP/0009 Rev A                           | Tree Survey Plan 4                                                                                             | 15.8.11                                                                                            |
| 5099849/TP/LA/0002 Rev A                           | Tree Survey Plan 1                                                                                             | 23.8.11                                                                                            |
| 5099849/TP/LA/0003 Rev A                           | Tree Survey Plan 2                                                                                             | 23.8.11                                                                                            |
|                                                    | Arboricultural Report                                                                                          | March 2012                                                                                         |
|                                                    | Correction to application form question 18 – Floorspace figures                                                | July 2012                                                                                          |
|                                                    | Design and Access Statement                                                                                    | March 2012<br>but the Indicative Masterplan corrected by figure 5.8 – Rev A dated January 2013     |
|                                                    | Environmental Statement Volume 1<br><br>Including Appendices: 2.1, 2.2, 2.3, 10.1, 11.1, 13.1 and 15.1 – 15.10 | March 2012                                                                                         |
|                                                    | Environmental Statement                                                                                        | March 2012                                                                                         |

|                                   |                                                                                       |                                                                                                                                                                                                                                                           |
|-----------------------------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | Volume 2 – Drawings                                                                   | but the Indicative Masterplan Figure 4.4 corrected by Figure 5.8 – Rev A dated January 2013 and Figure 15.2 amended by Summary of Mitigation Strategy - Figure 15.2 - Rev A received by the Local Planning Authority by Ecologists email 23rd August 2013 |
|                                   | Environmental Statement Volume 3 – Technical Appendices (and Appendices 15.1 – 15.10) | March 2012                                                                                                                                                                                                                                                |
| Rev 2.0                           | Flood Risk Assessment                                                                 | 2.9.11                                                                                                                                                                                                                                                    |
|                                   | Planning Statement                                                                    | March 2012                                                                                                                                                                                                                                                |
|                                   | Sustainability Statement                                                              | March 2012                                                                                                                                                                                                                                                |
| Transport Assessment              | March 2012                                                                            |                                                                                                                                                                                                                                                           |
| Rev 1.0                           | Transport Assessment Addendum                                                         | 15 January 2013                                                                                                                                                                                                                                           |
| Ecology – additional information: |                                                                                       |                                                                                                                                                                                                                                                           |
|                                   | Dormouse Mitigation Strategy – Technical Note                                         | 23 August 2013                                                                                                                                                                                                                                            |
|                                   | Phase 2 Bat Survey – ECOSA Ltd.                                                       | August 2013                                                                                                                                                                                                                                               |
| Figure 15.2 – Rev A               | Summary of Mitigation Strategy                                                        | Dated March 2013 but this version issued to Local Planning Authority by Ecologist's email 23rd August 2013                                                                                                                                                |

**Reason:** To ensure provision of a satisfactory development.

**Conditions B1 – B11 apply only to the Outline Application Area** (within the red line shown by the drawing 'Planning Application Site Boundary - Figure 1.2' but not including the area within the red line shown by the drawing 'Access Junction and Link Road - Figure 4.5' which is contained in the 'Environmental Statement Volume 2 – Drawings')

**B1 Time limit**

The development comprising employment uses, a hotel and conference facilities hereby permitted shall be begun before the expiration of 7 years from the date of the approval of the last of the reserved matters to be approved.

**Reason:** To comply with Section 92 Town and Country Planning Act 1990 CPA 1990 as amended.

**B2 Submission of Reserved Matters**

Application for approval of reserved matters shall be made to the Local Planning Authority before the expiration of 10 years from the date of the grant of this planning

permission.

**Reason:** To comply with Section 92 Town and Country Planning Act 1990 CPA 1990 as amended.

### **B3 Reserved Matters**

Approval of the details of the following aspects of the development, **hereinafter called "Reserved Matters"** shall be obtained from the Local Planning Authority in writing before each individual phase of development is commenced:

1. access, (with the exception of the access road corridor for which full permission is granted by this permission)
2. the layout of the development
3. the scale of the development;
4. the appearance of the development
5. the detailed landscaping scheme for the site, including provisions for open space, including publicly accessible open space, and ecology.

The development shall only be carried out in accordance with the approved Reserved Matters.

**Reason:** In order to secure a satisfactory form of development and having due regard to policies of the Havant Borough Local Plan (Core Strategy) 2011, including CS2, CS11, CS16, CS18, CS19, DM1, DM8, DM10, DM11 & DM14, and Policies AL1 and AL5 of the Havant Borough (Allocations) Document (Publication Version) October 2013 and National Planning Policy Framework March 2012.

### **B4 Other Matters - strategic documents**

No building or other structure shall be erected in the Outline Application Area pursuant to this permission until the following 'Other Matters' have been submitted to and approved in writing by the Local Planning Authority.

- a. Design Code and Signage Strategy
- b. Public Realm Strategy

Furthermore no building or other structure shall be erected in the Outline Application Area pursuant to this permission within 30 metres of the Park Lane bridleway (FP 123) until a Park Lane Visual Framework document has been submitted to and approved in writing by the Local Planning Authority.

These documents shall be substantially in accordance with the Design and Access Statement dated March 2012 and the Environmental Statement, (including mitigation measures) also dated March 2012, which were submitted with the planning application. These documents shall be substantially in accordance with the Design and Access Statement dated March 2012 and the Environmental Statement, (including mitigation measures) also dated March 2012, which were submitted with the planning application and unless otherwise approved in writing by the Local Planning Authority, a review of each document shall be submitted to and approved in writing by the Local Planning Authority within four years of the date of the approval of the last approved version of the document,

The development shall only be carried out in accordance with the documents approved under this condition.

**Reason:** In order to maintain a satisfactory comprehensive and high quality

development and proper planning of the area and having due regard to policies CS11, CS16, CS18 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012 and in view of the likely length of the development period, to ensure that any refinements needed are made to reflect changed circumstances or new information or best practices.

#### **B5 Submission of 'Other Matters**

Application for approval of each reserved matters for new buildings, structures or uses of land pursuant to this permission shall be accompanied by information and plans concerning the following other matters, unless otherwise agreed in writing by Local Planning Authority,

- a. Details of parking including provision for non-car modes
- b. Details of delivery and vehicle turning space
- c. Levels of existing and proposed ground and buildings
- d. A sustainability statement detailing measures to ensure that development attains the BREAM 'excellent' standard
- e. Provision for waste storage and recycling
- f. Measures for the reduction of crime risk
- g. Details of lighting, (including access roads if subject of a particular reserved matters application)
- h. A noise assessment for any development for General Industrial purposes (Class B2) or Storage and Distribution purposes (Class B8).

**Reason:** To ensure satisfactory high quality development and proper planning of the area and having due regard to policy CS18 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012

#### **B6 Range of Uses**

The development hereby approved shall not exceed the following totals,:

- a) 61,779sqm comprising a range of uses within Classes B1, B2, B8 of the Use Classes Order 1987 as amended. Furthermore the B8 component shall not exceed 20% of this floorspace (12,356sqm)

and

- b) Up to 5574sqm comprising an hotel with conference facilities.

**Reason:** To ensure that development can provide for a range of business and employment opportunities, including knowledge based businesses and a quality hotel with conference facilities

In accordance with policy CS18 of the Havant Borough Local Plan (Core Strategy) 2011 and policy AL1 of the Submission Version of the Havant Borough Local Plan (Allocations) December 2013, and the National Planning Policy Framework 2012.

#### **B7 No Residential Use**

Notwithstanding the provisions of the Section 55 of the Town and Country Planning Act or Town and Country Planning (Use Classes) Order 1987 as amended, or the Town and Country Planning (General Permitted Development) Order 1995, as amended or any Order amending, revoking or re-enacting either of those Orders, none of the development hereby approved shall be used for any residential purpose whatsoever, without the prior written approval of the Local Planning Authority.

**Reason:** In light of the temporary changes to the Town and Country Planning (General Permitted Development) Order 1995 as amended, contained in SI 2013/1101, to ensure that this strategic business and employment allocation and development is implemented in accordance with policy CS18 of the Havant Borough

Local Plan (Core Strategy) 2011 and policy AL1 of the Submission Version of the Havant Borough Local Plan (Allocations) December 2013, and the National Planning Policy Framework 2012, and because the development is subject to Environmental Impact Assessment procedures, in which the impacts and mitigation have been based on the range of uses applied for.

**B8 Provision & Retention of access parking, turning and loading areas.**

All vehicular access roads and site accesses, parking, turning and loading areas serving each building or premises pursuant to this permission, shall be constructed prior to the occupation of each such building or premises and thereafter kept permanently available for access, parking, turning or loading purposes respectively, unless the Local Planning Authority gives prior written approval for any variation

**Reason:** To ensure that adequate provision is made and retained for access, parking, turning and loading in the interests of highway safety and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

**B9 Provision of Access Roads Within the Outline Application Area**

Prior to the commencement of each phase of development within the Outline Application Area plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and the related provision to be made for street lighting and for surface water disposal and a programme for the implementation and making up of the same for that phase, shall be submitted to and approved in writing by the Local Planning Authority. All roads shall be constructed to an adoptable standard and the implementation and making up of the same shall be completed in full accordance with such plans and particulars as are thus approved by the Authority and in accordance with the timetable approved as part of the phasing plan and schedule under condition A3 (iv) of this permission.

**Reason:** To ensure that they are constructed to satisfactory standard and, where appropriate a standard which will enable them to be taken over as publicly maintained highways and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

**B10 Drainage Plans and Information**

Prior to the commencement of each phase of development within the Reserved Matters Area:

i) Details of foul water drainage along with written confirmation of the agreement of Southern Water shall be submitted to, and approved in writing by, the Local Planning Authority, and

ii) Sustainable surface water drainage (SUDS) scheme with supporting technical information shall also be submitted to and approved in writing by the Local Planning Authority to explain how the scheme is in conformity with the SUDS Masterplan and supporting technical information approved under condition A2 of this notice of permission. Unless otherwise approved in writing by the Local Planning Authority, each SUDS scheme shall include a change scenario (i.e. information showing that alternative drainage solutions and their impact have been tested),

and

iii) Details of the timing for the provision of the surface water SUDS scheme and foul

water drainage,

and

iv) Details of future SUDS management and maintenance arrangements including proof of adequate financial provision and a named body responsible for management plus production of a detailed management plan.

Each approved foul water plans and surface water SUDS drainage shall be fully implemented, in accordance with the approved timing arrangements, or within any other period as may subsequently be agreed, in writing, by the Local Planning Authority. Furthermore all surface water SUDS drainage shall be permanently managed and maintained in accordance with the management and maintenance arrangements and provisions approved under this condition.

**Reason:** To prevent flooding by ensuring the satisfactory storage of/disposal of surface water from the site. To ensure that the access bridge will not increase flood risk to the site or to off-site areas and to ensure that there is sufficient foul water drainage capacity within the sewage network to deal with the waste water supply from the site having due regard to policies CS15, CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and National Planning Policy Framework, March 2012.

#### **B11 Details of floodlighting and external lighting to be approved**

No floodlighting shall be installed within the development unless it has been either been agreed as part of the Lighting Strategy under condition 4b 3 of this notice of permission or has been submitted to and approved by the Local Planning Authority. Such details shall include, location, height, type and direction of light sources and intensity of illumination. The approved lighting scheme shall be fully implemented and adhered to at all times unless otherwise agreed in writing by the Local Planning Authority.

**Reason:** In order to safeguard the landscape, bats and residents close to the site occupiers from light disturbance and having due regard to policies DM10 CS11, CS16 and CS18 of the Havant Borough Local Plan (Core Strategy) and National Planning Policy Framework, March 2012.

**Conditions C1 – C5 apply only to the Full Application Area** (within the red line shown by the drawing 'Access Junction and Link Road' - Figure 4.5' which is contained in the 'Environmental Statement Volume 2 – Drawings')

#### **C1 Time limit**

The development comprising Access Link Road [check terminology] and associated site access to Hulbert Road including roundabout junction the associated lay-by area to the west of Hulbert Road and access to Woolston Road shall be begun before the expiration of 7 years from the date of the grant of this planning permission.

**Reason:** To comply with Section 51 of the Planning and Compulsory Purchase Act 2004. (A01)

#### **C2 Submission of 'Other Matters'**

Prior to the commencement of each phase of construction of the Access Link Road, the details of the following matters shall be submitted to and approved in writing by the Local Planning Authority, where such matters form part of that phase:

- a) The design and appearance of the Hermitage Stream bridge (notwithstanding any information contained in the current application)
- b) Road lighting, including measures to minimise light pollution



- c) Design, appearance and operation of the bus gate (notwithstanding any information contained in the current application)
- d) Design and appearance of bus shelters
- e) Details of any fencing, means of enclosure or barrier in the area between Hulbert Road and the first roundabout (namely the roundabout which will be located to the east of Hermitage Stream)
- f) The road drainage system, which shall be a sustainable drainage system (SUDS) including features to minimise risk of pollution, with supporting details confirming that surface water runoff rates and volumes resulting from the development will not be increased above existing greenfield runoff rates for the site.
- g) Details of future sustainable surface water drainage (SUDS) management and maintenance arrangements including proof of adequate financial provision and a named body responsible for management plus production of a detailed management plan.

Each phase of the development shall only be carried out in accordance with the details approved under this condition and all surface water SUDS drainage shall be permanently managed and maintained in accordance with the management and maintenance arrangements and provisions approved under part g of this condition.

**Reason:** To ensure that details are approved in the interests of highway safety, visual amenity, floodrisk management and biodiversity and having due regard to policies CS11, CS15, CS16, CS18, DM8 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and policies AL1 and AL5 of the Submission Version of the Havant Borough Local Plan (Allocations) December 2013, and National Planning Policy Framework, March 2012.

### **C3 Landscaping details**

No development hereby permitted shall be commenced until a detailed landscaping scheme for all open parts of the site not proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, species and planting sizes of the trees and shrubs to be planted and/or retained, and timing provisions for completion of the implementation of all such landscaping works. The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.

**Reason:** To ensure the appearance of the development is satisfactory and having due regard to policies CS11.1, CS11 CS16, CS18 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

### **C4 Construction of Hulbert Road Access**

The vehicular access to Hulbert Road and the first 40 metres of the Access Link Road eastward of Hulbert Road shall be constructed prior to the commencement of any other part of the Access Link Road, unless the Local Planning Authority gives prior written approval for any variation. The access shall thereafter be kept permanently available to serve development at the site.

**Reason:** In the interests of highway safety and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and policies AL1 and AL5 of the Submission Version of the Havant Borough Local Plan (Allocations) December 2013, and the National Planning Policy Framework 2012.

### **C5 Bus gate – provision**



The bus gate shall be installed prior to the connection of the Access Link Road to Woolston Road, unless the Local Planning Authority gives prior written approval for any variation. For the sake of clarity, this condition shall not apply to the provision of any temporary cycle and/or pedestrian only connection to Woolston Road.

**Reason:** In the interests of highway safety and the amenities of the area having due regard to policies DM13 and CS16 and CS18 of the Havant Borough Local Plan (Core Strategy) 2011, and policies AL1 and AL5 of the Submission Version of the Havant Borough Local Plan (Allocations) December 2013, and the National Planning Policy Framework 2012.

#### **Informatives:**

- (1) This notice only relates to the decision of Havant Borough Council as Local Planning Authority under the Town and Country Planning Acts. It does not relate to any other application that may be required under the Building Regulations or under any other Act, Regulation, Byelaw or Order where the Council's approval may be needed. For further guidance as to the need for consent under the Building Regulations please phone 023 9244 6573.
- (2) Your attention is drawn to the attached information (at the bottom of this notice) regarding firstly your right to appeal to the Planning Inspectorate, if you are aggrieved by the Council's decision, and secondly the rights of an owner to, in certain circumstances serve a purchase notice on the Council. See [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs).
- (3) Any failure to adhere to the details of the approved plans, and other documents or to comply with any conditions listed above may lead to enforcement action being taken by the Council. If you wish to depart from the approved details or conditions in any way you should contact the Planning and Development service at the Plaza or by telephoning 023 9244 6015.
- (4) This permission was granted subject to a planning obligation agreement made under Section 106 of the Town & Country Planning Act 1990 dated 19 February 2014 which requires:
  - ASDA Roundabout - financial contribution and provision of land
  - Workplace Travel Framework
  - Workplace Travel Framework monitoring contribution
  - Workplace Travel Plans and Site Wide Co-ordinator
  - Highway Works - Provision of off-site works
  - Highway Works - Provision of access link road and related drainage and adoption
  - Highway Works - Provision of A3(M) crossing, or
  - Highway Works - Provision of payment for A3(M) crossing
  - Provision of temporary site access
  - Management of the land
  - Management company - to be approved by Havant Borough Council
  - Open Space - to be provided
  - Employment and Skills Plan
  - Provision of path between Hermitage Stream and Park Lane bridleway
  - Provision of land and access for paths to south and east of site
  - Provision of path linking to A3(M) crossing
  - ASDA Roundabout - arrangements for mitigation land
- (5) Phasing (Condition A3)

As development progresses and phases are completed, further updated versions of the Phasing Plan & Schedule will only need to refer to remaining phases.

(6) Phasing of Sustainable Drainage (Conditions A3 (iii), B10 & C2 f & g)

Regarding Condition A3 (iii) it is important that sustainable drainage features are designed to cater for appropriate volumes of water and, where they are to be connected to other parts of the drainage system, that these connections are made and management arrangements put into place at the appropriate time in order to ensure that flows from the site do not exceed the Greenfield run-off rate. This should be reflected in the Sustainable Drainage Masterplan (Condition A3) and described in detail in each of the applications under Conditions B10 and C2. Any soakaways should be designed and constructed to the standard BRE 365.

(7) Phasing - Landscape, Open Space and Ecology (Conditions A1 & A3)

It is recognised that as the development of individual phases or areas within the site are gradually completed, it is likely to become unnecessary for details of completed areas to be included in further reviews of the Landscape, Open Space and Ecology Strategy Document, which can then be limited to the undeveloped areas. This approach can be agreed in writing with the Local Planning Authority at that time using the provision: "unless otherwise approved in writing by the Local Planning Authority", which is included in Condition A1.

(8) Drainage - Environment Agency (Conditions A2, A4, A11, A15, B3, B10 & C2).

The developer should address risks to controlled waters from contamination at the site, following the requirements of the National Planning Policy Framework and the Environment Agency Guiding Principles for Land Contamination. Please refer to the Environment Agency groundwater policies in Groundwater Protection: Principles and Practice (consultation draft 2011 - final version due July 2012), available from the Agency's website:

<http://www.environment-agency.gov.uk/research/library/publications/40741.aspx>.

This sets out the Agency's position for a wide range of activities and developments, including waste management, discharge of liquid effluents, land contamination and drainage.

The applicant is advised that the prior written permission of the Environment Agency is required for any works that are in, over, under or within 8 metres of a main river (Hermitage Stream). Consent will therefore be required for the river restoration works, the access bridge and any other infrastructure (e.g. outfalls/roads) within the 8 metres byelaw width.

The applicant is further advised that the culverting of non 'main river' watercourses will also require consent. Culverting of non 'main river' watercourses will only be approved where all other alternatives have shown to be unviable. The consenting of non 'main river' watercourses is now dealt with by the Lead Local Flood Authority (LLFA), in this case Hampshire County Council. The applicant is advised to contact Adam Collier (tel. 01962-845518, email. Adam.Collier@hants.gov.uk) to discuss the LLFA's position on culverting.

If any further advice is required on consenting issues please contact the Environment Agency, on telephone number 01962 764897.

(9) Foul & Public Sewers (Conditions B3, B10 & C2)

The Exact location of foul sewer crossing site must be identified pre-finalisation of

development. No works will be permitted within 5m of centreline. Suitable layout should be determined pre-development. A formal application for connection to the public sewerage system is required in order to service this development, please contact Atkins Ltd, Anglo St James House, 39A Southgate Street, Winchester, SO23 9EH (Tel 01962 858688 / 0845 2780845), or [www.southernwater.co.uk](http://www.southernwater.co.uk)

(10)

(11) Wildlife & Countryside Act 1981

Your attention is drawn to the provisions of the Wildlife and Countryside Act 1981 (as amended by Countryside and Rights of Way Act 2000) which relates to the protection of nesting birds. Any felling or lopping of trees, tree surgery, or ground clearance affecting nesting birds during the months between April and September may be in contravention of that Act. You are advised to contact Natural England on 0300 060 3900 for further information.

(12)

(13) Highways (Conditions B8, B9, C3 & C4)

Before undertaking any work which effects a public highway (including a footpath) you must obtain specific written approval from the Highways Manager, Hampshire County Council Highways (Havant) at the Public Service Plaza, Civic Centre Road, Havant, PO9 2AX. This requirement applies not only to the creation of new vehicle access involving excavation within a footway, verge or carriageway, but also to the stopping of existing access(es), the connection to existing or new foul and surface water sewer involving excavation within the public highway or the construction of new boundary walls and foundations immediately alongside the public highway.

A road traffic regulation order (TRO) is likely to be needed as part of the highway works to form access to Hulbert Road and Woolston road. The applicant should contact the Traffic Management Engineer, Parking & Traffic Management Team, Public Service Plaza, Civic Centre Road, Havant PO9 2AX. 02392 446433. Should roads within the development remain unadopted it would also be possible to introduce a TRO on unadopted roads, with the consent of the land owner, and enforce this under contract with the managing agent of the site, for an annual fee.

For works affecting the Park Lane bridleway (FP123) or other public rights of way please contact Hants County, Rights of Way office

For works affecting the A3M and junctions thereto please contact the Highways Agency, Federated House, London Road, Dorking PH4 1SZ.

(14) Access for People with disabilities. (Conditions B3, B4 & B5)

Your attention is drawn to the provision of the Equality Act 2010 and Part M of the Building Regulations relating to access for the disabled. If you require further advice regarding the implications of the above legislation, please contact the Council's Equality Officer on 023 9244 6007.

(15) Hants Fire & Rescue Service. (Conditions B3, B8 & B9)

Your attention is drawn to the provisions of Sections 12 & 13 of the Hampshire Act 1983 relating to access for the Fire and Rescue Service. A copy of the Act can be viewed at [www.legislation.gov.uk/ukla/1983/5/pdfs/ukla\\_19830005\\_en.pdf](http://www.legislation.gov.uk/ukla/1983/5/pdfs/ukla_19830005_en.pdf). Access roads should comply with Section 17 of Building Regulations Document B. Approach roads should be of a hard surface at least 3.7 metres wide, gateways at least 3.1m wide.

Roads, manholes and service pits to support 12.5 tonne vehicles. Turning facilities will be needed where dead ends exceed 20m length. Inclusion of Automatic Water Suppression Systems (AWSS) within buildings is recommended as part of a total fire protection package.

(16) Layout (Conditions A19 & B3)

The layout of the Indicative masterplan is not binding upon the final layout provided there is broad accordance with the Environmental Statement, Parameter Plans and material planning considerations.

(17) Range of Uses (Conditions B3 & B6)

Reserved Matters applications for B1, B2 & B8 uses should include report, explaining how each proposal would satisfy business needs and deliver employment in accordance with Havant Borough Local Plan (especially policy CS18) and National planning policies. The inclusion of small scale facilities for food and drink, child care and possibly a small retail facility should be considered as an appropriate phase of development, provided that these are designed only meet the immediate needs of the business park.

(18) Reduction of Crime risk. (Condition B5 (f))

The applicant is advised to consider the following as part of the reduction of crime risk:

- i) The document: "Safer Places the Planning System and Crime Prevention"
- ii) Provision of direct access routes, shared between users, routes which are overlooked
- iii) Measures to prevent use of paths and the bridleway by motor cycles/motor vehicles
- iv) Robust boundary treatments where needed with limited (preferably single) points of access
- v) Sensitively designed lighting
- vi) CCTV and associated signage
- vii) The achievement of 'Park Mark' accreditation for car parking areas

Further advice can be obtained from the Hampshire Crime Prevention Design Advisor. Hampshire Constabulary  
Tasking and Co-ordination Directorate, Fratton Police Station, Kingston Crescent,  
North End, Portsmouth PO2 8BU

(19) Waste management (Conditions A11 & A13)

It is a legal requirement under the provisions of the Site Waste Management Plans Regulations 2008 to have a site waste management plan (SWMP) before construction begins on all new construction projects worth more than £300,000. The level of detail the SWMP should contain depends on the estimated build cost, excluding VAT. Further information can be found at [www.netregs-swmp.co.uk](http://www.netregs-swmp.co.uk)

(20) High Pressure Gas Pipeline (Conditions B3 & C2)

The High pressure pipeline in the vicinity of the proposed development is of prime importance to local gas supplies. There is an easement of 3m either side of the pipe, controlling matters such as addition or removal of surface levels and new structures. There is also a Building Proximity Distance (BPD). For zone 1 the BPD is 8 metres (Note: HSE consultation zones 2 & 3 are considerably greater). This is a

safety factor for habitable buildings, calculated using diameter, material, wall thickness and pressure of the pipeline. It must be declared to the HSE under Pipeline Safety Regulations 1996. Any intrusion into this zone must be risk assessed.

Any road crossings will require calculations to prove that no additional stresses will be incurred on the pipeline; a design showing the roadway in relation to the pipeline; and method statements will have to be agreed with SGN before it goes ahead.

Compliance is required with the following:

- 1) No mechanical excavation is allowed within 3 metres.
- 2) No plant or storage of equipment shall be made within any easement strip.
- 3) If any metallic pipes or cables are being laid in proximity to gas pipelines then interference testing will be required, the cost of which to be borne by the promoter of the works. A minimum clearance of 600mm is required.
- 4) All precautions stated in publication T/SP/SSW22 (Safe Working in the Vicinity of High Pressure Gas Pipelines) shall be fully complied with in all respects. Acceptance of SSW22 shall be acknowledged by the responsible site person signing and returning the form Appendix A (back page) to the SGN representative contacted in (7).
- 5) No thrust boring shall take place within three metres of the pipeline.
- 6) All planting within the easement strip should comply with "Notes for Guidance on Tree Proximity"
- 7) Before commencing work on site you must contact our Pipeline Maintenance Section on 0141 4184093 at least three days before work commences. A Southern Gas Networks representative will then contact you to arrange to visit site. Details of working near to high-pressure gas pipelines can then be discussed.
- 8) Pipeline sections that are planned and agreed by SGN to be permanently covered (i.e. by road surface) will require a coating survey. SGN will repair any indicated coating defects free of charge. The survey costs will be borne by the promoter of the works. Prior to any surface cover cathodic protection coupons and reference cells will require installation at no cost to SGN.
- 9) This pipeline is cathodically protected and as such has test cables located in surface boxes, were these to be lost through this work we would look to you for remedial action at no cost to SGN.
- 10) Intrusive construction methods will require an agreed method statement prior to work starting.
- 11) Please ensure these conditions, together with any relevant drawings are forwarded for use by the construction personnel of your works.

(21) Working Hours - during construction (Condition A11)

As part of the CEMP which is to be agreed it is recommended that development operations in areas which are likely to impact upon residents should take place only between the hours of 0730 and 1800 hours on Mondays to Fridays, 0800 and 1300 on Saturdays and not at all on Sundays and all recognised public holidays.

(22) Overhead Cables

For works near overhead cables contact please contact SSE. Portsmouth Depot, Walton Park, Walton Road, Portsmouth PO6 1UJ.

(23) Working With The Applicant

In accordance with paragraphs 186 and 187 of the NPPF Havant Borough Council (HBC) takes a positive and proactive approach and works with applicants/agents on development proposals in a manner focused on solutions by:

- Offering a pre-application advice service, and
- Updating you of any issues that may arise in the processing of your application and where possible suggesting solutions, and,

In this instance:

- You sought and were provided with pre-application advice,
- You were updated about issues after the initial site visit,
- Your application was acceptable subject to negotiations, additional information and the completion of a S.106 Agreement.

XXXXXXXXXXXXXXXXXXXX

## **Schedule 2**

### **Contributions**

The Owner covenants with the Council and the County Council and the County Council Covenants with the Owner as the case may be:

1.1 that the Owner shall

1.1.1 give to the Council and the County Council seven days written notice of its intention to Commence Development on the Development("Development Commencement Notice") or on any Reserved Matters Area of the Development (" Reserved Matters Area Commencement Notice"); and

1.1.2 confirm in writing within seven days following Commencement of Development referred to by the Development Commencement Notice or Reserved Matters Area Commencement Notice that Development has commenced or the works to develop the relevant Reserved Matters Area have commenced

1.1.3 give to the Council and the County Council seven days written notice of its intention to occupy any Commercial Floorspace developed pursuant to the Permission on the Land

PROVIDED THAT failure to provide any of the said notifications shall not render this Deed inoperative

1.2.1 to pay the sum of £50,000 (fifty thousand pounds) as the first part of the ASDA Roundabout Contribution to the County Council on the written demand of the County Council

1.2.2 to pay the sum of £100,000 (one hundred thousand pounds) as the second part of the ASDA Roundabout Contribution on commencement of the ASDA Roundabout Improvement Works by or on behalf of the County Council

1.2.3 to pay that part of the ASDA Roundabout Contribution then remaining unpaid not more than three months after making payment in accordance with sub-paragraph 1.2.2

1.2.4 that if payments are made in accordance with the preceding sub-paragraphs of paragraph 1.2 the County Council will use the payment for the provision of the ASDA Roundabout Improvement Works within 10 years of the date of receipt of the last instalment paid in accordance with sub-paragraph 1.2.3 of this Schedule and shall thereafter return to the Owner or to the payer of each instalment if not the Owner any balance that remains unspent and if there is more than one payer such sums shall be repaid in proportion to the amount of the instalment paid by each individual having so paid

- 1.3 that if payment is made in accordance with the provisions of Schedule 4, paragraph 1.1.6 the County Council will use the payment for the provision of the A3(M) Crossing within 10 years of the date of receipt of the payment thereby made and if the payments have not been spent at that time shall thereafter return to the Owner or to the payer of such sum if not the Owner any balance that remains unspent
- 1.4.1 to pay the Workplace Travel Framework Monitoring Contribution to the County Council in accordance with the following provisions:
  - 1.4.1 not to Occupy the Development until the first instalment of £3,000 (three thousand pounds) has been paid
  - 1.4.2 to pay the second instalment of £3,000 (three thousand pounds) within one year from Occupation of the Development
  - 1.4.3 to pay the third instalment of £3,000 (three thousand pounds) within two years from Occupation of the Development
  - 1.4.4 to pay the fourth instalment of £3,000 (three thousand pounds) within three years from Occupation of the Development
  - 1.4.5 to pay the fifth instalment of £3,000 (three thousand pounds) within four years from Occupation of the Development
- 1.5.1 within three months of the grant of Planning Permission the Owner will enter into licence with the Highway Authority in respect of the ASDA Roundabout Land to allow the construction of the ASDA Roundabout Improvement Works
- 1.5.2 to dedicate at no cost to the County Council the ASDA Roundabout Land as highway for use by all types of traffic including pedestrians by entering into a deed of dedication with the County Council within three months of receiving written notice from the County Council of completion of the ASDA Roundabout Improvement Works to the satisfaction of the County Council
2. The obligations provided for in Paragraph 1.2 of this Schedule to make payment of the ASDA Roundabout Contribution shall cease to have effect if the written request for payment of the contribution required in accordance with paragraph 1.2 has not been received by the Owner on or before 2 years from the date of Commencement of the Development
3. the Owner shall be permitted if it so chooses to pay in advance any contribution or payment required to be made under the provisions of this Agreement and its Schedules PROVIDED THAT in respect of the ASDA Roundabout Contribution the Owner shall not be entitled to request or receive any refund of any portion of the ASDA Roundabout Contribution (paid under the provisions of this paragraph remaining unspent)\_ until 10 years after the



Commencement of Development or such shorter period as may be agreed between the Owner and the County Council

4 The County Council covenants with the Owner –

4.1 To use the ASDA Roundabout Contribution for the ASDA Roundabout Improvement Works

4.2 To use the ASDA Roundabout Contribution and any interest accrued thereon for the purpose described in paragraph 4.1 above and to refund any portion of the ASDA Roundabout Contribution demanded in accordance with subparagraphs 1.2.1, 1.2.2, and 1.2.3 above and remaining unspent on the tenth anniversary of its receipt by the County Council

### **Schedule 3**

#### **Workplace Travel Plan**

The Owner covenants the County Council as follows:

##### **1. Site Wide Travel Plan Coordinator**

- 1.1 that prior to the first Occupation of the first Reserved Matters Area of the Development it shall appoint a Site Wide Travel Plan Co-ordinator PROVIDED
  - 1.1.1 that the post of the Site Wide Travel Plan Coordinator shall be retained for not less than the period from the date of first Occupation of the first Reserved Matters Area until five years after the first Occupation of the last Reserved Matters Area to be developed in accordance with the Permission;
  - 1.1.2 that the Site Wide Travel Plan Coordinator shall be responsible for monitoring the performance of the Framework Travel Plan and the introduction implementation and performance of the Full Travel Plan for each area of Commercial Floorspace;
  - 1.1.3 that the Site Wide Travel Plan Coordinator shall provide a progress report (as to the performance of the Framework Travel Plan and the Full Travel Plans) to the Owner and to the County Council no less than once every year throughout the monitoring period being from the date of first Occupation of the first Reserved Matters Area until five years after first Occupation of the last Reserved Matters Area to be developed in accordance with the Permission
  - 1.1.4 that the Site Wide Travel Plan Coordinator shall make reasonable endeavours to appoint a voluntary travel plan coordinator for the continuance of the duties of the Site Wide Travel Plan Co-ordinator from five years after Occupation of the last Reserved Matters Area to be developed in accordance with the Permission
  - 1.1.5 That on first Occupation of any area of Commercial Floorspace the responsibility for appointment employment and management of the Site Wide Travel Plan Co-ordinator shall transfer to the Management Company

##### **Full Travel Plans**

- 2.1 Not to Occupy the Development of any area of Commercial Floorspace unless and until the Full Travel Plan for that area of Commercial Floorspace has been approved in writing by the County Council unless it is deemed that approval has been given in accordance with clause 12.2

- 2.2 Not to Occupy any area of Commercial Floorspace until the Full Travel Plan Approval Fee and the first instalment of the Full Travel Plan Monitoring Fee have been paid to the County Council
- 2.3.1 To pay the second instalment of each Full Travel Plan Monitoring Fee one year after payment of the first Full Travel Plan Monitoring Fee and
- 2.3.2 to pay the third instalment of each Full Travel Plan Monitoring Fee one year after payment of the second Full Travel Plan Monitoring Fee and
- 2.3.3 To pay the fourth instalment of each Full Travel Plan Monitoring Fee one year after payment of the third Full Travel Plan Monitoring Fee and
- 2.3.4 to pay the final instalment of each Full Travel Plan Monitoring Fee one year after payment of the fourth Full Travel Plan Monitoring Fee
- 2.4 Not to Occupy any area of Commercial Floorspace until a Full Travel Plan Deposit equivalent to the value of the measures contained within the agreed Full Travel Plan for that area of Commercial Floorspace has been lodged with the County Council
- 2.5 Immediately following Occupation of any area of Commercial Floorspace to implement the Full Travel Plan for that area of Commercial Floorspace.
- 2.6 Not to amend the Full Travel Plan for any area of Commercial Floorspace without the prior written approval of the County Council unless it is deemed that approval has been given in accordance with clause 12.2
- 2.7 if monitoring of the Full Travel Plan (in accordance with the terms of this Deed) in respect of any area of Commercial Floorspace indicates that the terms and provisions of the approved Full Travel Plan for that area of Commercial Floorspace are not being complied with the County Council shall by written notice require the Owner to take such steps as are reasonable and necessary to remedy such breach and shall allow the Owner a reasonable period which shall not in any event be less than six months from the date of such written notice within which to do so;
- 2.8 if the Owner fails to remedy the breach within the period set out in the notice received pursuant to sub-paragraph 2.7 above the County Council shall be entitled to use the Travel Plan Deposit as appropriate and as may be required for the County Council to remedy the said breach.
- 2.9 if the Owner implements and performs any of the terms and provisions of the approved Full Travel Plan in respect of any area of Commercial Floorspace and provides written evidence of the same to the County Council the Travel Plan Deposit may be reduced by such amount as may be agreed between the Owner and the County Council;

- 2.10 not more than 10 years from completion of the Development any unexpended residue of the Travel Plan Deposit shall be returned to the payee with any interest accrued thereon

# Dunsbury Hill Farm

## Framework Travel Plan

March 2012

### Notice

This report was produced by *Atkins Highways and Transportation* for Portsmouth City Council (PCC), Havant Borough Council (HBC) and the Partnership for Urban South Hampshire (PUSH) for the specific purpose of the *Dunsbury Hill Farm Framework Travel Plan*.

This report may not be used by any person other than Portsmouth City Council (PCC), Havant Borough Council (HBC) and the Partnership for Urban South Hampshire (PUSH) without their express permission. In any event, Atkins accepts no liability for any costs, liabilities or losses arising as a result of the use of or reliance upon the contents of this report by any person other than Portsmouth City Council (PCC), Havant Borough Council (HBC) and the Partnership for Urban South Hampshire (PUSH).

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Plan Design Enable

# Contents

| Section                                        | Page      |
|------------------------------------------------|-----------|
| <b>1. Introduction</b>                         | <b>4</b>  |
| Aim of the Travel Plan                         | 4         |
| <b>2. Baseline Transport Conditions</b>        | <b>7</b>  |
| Overview                                       | 7         |
| Site Location                                  | 7         |
| Existing Site Land Uses                        | 7         |
| Public Transport Accessibility                 | 7         |
| <b>3. Development Proposals</b>                | <b>10</b> |
| New Access                                     | 10        |
| <b>4. Forecast Travel Patterns</b>             | <b>12</b> |
| Site Operation                                 | 12        |
| Staff Numbers                                  | 12        |
| Staff Shift Patterns                           | 12        |
| Modal Split                                    | 12        |
| Staff Travel Survey                            | 12        |
| <b>5. Travel Plan Objectives &amp; Targets</b> | <b>14</b> |
| Aims of the Travel Plan                        | 14        |
| Objectives of the Travel Plan                  | 14        |
| Planning Requirements and Local Policy         | 14        |
| Targets of the Travel Plan                     | 15        |
| <b>6. Travel Plan Measures</b>                 | <b>17</b> |
| Overview                                       | 17        |
| Development Wide Initiatives                   | 17        |
| Provision of On-Site Information               | 17        |
| Measures to Promote Sustainable Transport      | 18        |
| Walking Strategy                               | 19        |
| Cycling Strategy                               | 19        |
| Moped/Motorcycle Strategy                      | 20        |
| Car Sharing Strategy                           | 21        |
| Parking Management                             | 21        |
| Minimise Single Occupancy Business Travel      | 22        |
| Incentives                                     | 22        |
| TravelWise                                     | 22        |
| <b>7. Car Park Management Strategy</b>         | <b>23</b> |
| Parking Provision                              | 23        |
| Car Park Management Plan                       | 23        |
| <b>8. Delivery and Monitoring</b>              | <b>26</b> |
| Delivery                                       | 26        |
| Appointment of Travel Plan Coordinator         | 26        |
| Steering Groups                                | 26        |

|                                                                 |           |
|-----------------------------------------------------------------|-----------|
| Marketing & Communication                                       | 27        |
| Monitoring                                                      | 28        |
| Review                                                          | 29        |
| Funding                                                         | 29        |
| <b>9. Action Plan</b>                                           | <b>30</b> |
| Funding                                                         | 31        |
| <b>List of Tables</b>                                           |           |
| Table 2.1 – Existing rail services at Bedhampton Station        | 8         |
| Table 2.2 – Existing rail services at Havant Station            | 8         |
| Table 2.3 – Existing Bus Services near Dunsbury Hill Farm       | 9         |
| Table 3.1 – Dunsbury Hill Farm Land Use Breakdown               | 10        |
| Table 4.1 – Estimated Modal Split                               | 12        |
| Table 5.1 – Travel Plan Targets/Objectives                      | 15        |
| Table 5.2 – Estimated and Target Staff Modal Splits             | 16        |
| Table 6.1 – Public Transport Strategy                           | 18        |
| Table 6.2 – Walking Strategy                                    | 19        |
| Table 6.3 – Cycling Strategy                                    | 20        |
| Table 6.4 – Car Sharing Strategy                                | 21        |
| Table 7.1 – HBC Parking Standards                               | 23        |
| Table 7.2 – An Example of a Permit Weighting and Scoring System | 24        |
| Table 9.1 – Action Plan                                         | 30        |
| <b>List of Figures</b>                                          |           |
| Figure 1.1 – Site Location Plan                                 | 6         |

# 1. Introduction

- 1.1 Atkins has been commissioned jointly by Portsmouth City Council (PCC), Havant Borough Council (HBC) and the Partnership for Urban South Hampshire (PUSH) to prepare a Framework Travel Plan for the proposed business park development at Dunsbury Hill Farm, near Waterlooville in Hampshire. The location of the proposed Dunsbury Hill development site is shown in Figure 1.1.
- 1.2 This Framework Travel Plan is an Appendix to the Transport Assessment (TA) that has also been completed by Atkins, to support the outline planning application for the proposed business park development at Dunsbury Hill Farm.
- 1.3 The development proposal involves the construction of a business park in two phases with an associated hotel development. Construction of road works forming the detailed element of the hybrid planning application, access and link road, is planned for 2013. It is then intended that the site will be constructed in two phases as follows:
  - Phase 1 – employment land use (46,450 m<sup>2</sup> GFA) and a Hotel (5,574 m<sup>2</sup> GFA); and
  - Phase 2 – additional employment land use (15,329 m<sup>2</sup> GFA).
- 1.4 Phase 1 is currently planned to begin in 2014 with Phase 2 following in 2022. Both phases have an anticipated timescale of four years to full completion and occupation therefore will be expected for 2018 and 2026 respectively.

## Aim of the Travel Plan

- 1.5 The Travel Plan is a package of incentives that has been identified for this particular site and aimed at bringing transport and other related issues together in a co-ordinated strategy with an emphasis on reducing reliance on the private car and increasing travel choice for staff and visitors. It is part of a dynamic process that will develop over time in changing circumstances.
- 1.6 In Chapter 7 of the TA, the importance of a Travel Plan is outlined in relation to its impact towards influencing travel patterns of employees and encouraging the use of non-car modes of travel, as a way of mitigating the impacts of the development.
- 1.7 Generally, the three main aims of the Travel Plan will be to:
  - Support the planning application of the development;
  - Identify an effective strategy for managing travel behaviour of staff and visitors to the development, and
  - Manage parking demand on site for operational and staff vehicles.
- 1.8 More specifically it will seek to deliver the following benefits:
  - Improving site access and travel choice;
  - Increasing business efficiency and equality;
  - Reducing congestion and demand for parking spaces;
  - Ensuring adequate provision for people with disabilities;
  - Providing choice and quality access to key services;
  - Delivering local environmental improvements from reduced congestion, pollution and noise; and
  - Providing opportunities for active, healthy travel.



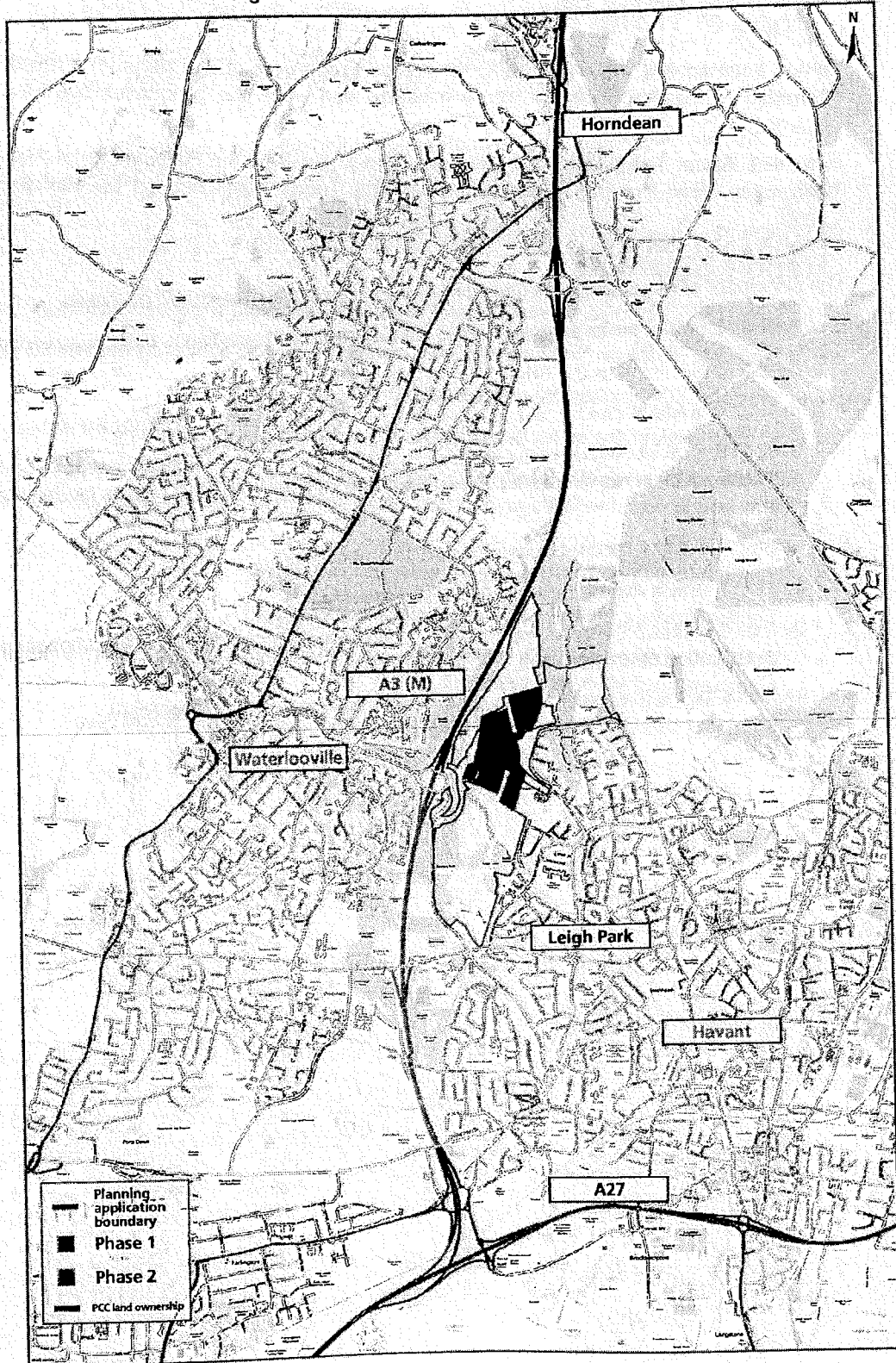
## Scope of Travel Plan

- 1.9 It has been agreed that the Travel Plan will be Framework at this stage. The travel survey will therefore commence once the site is occupied and when the information can be coordinated internally.
- 1.10 The Framework Travel Plan has been prepared in line with the Department for Transport (DfT) document 'Good Practice Guidelines: Delivering Travel Plans through the Planning Process'. 2009.

## Report Structure

- 1.11 The remainder of this Framework Travel Plan document will be structured as follows:
- Section 2 details as far as practical the baseline transport conditions associated with the site;
  - Section 3 summarises the development proposals;
  - Section 4 quantifies as far as practical the forecast staff travel patterns for the site;
  - Section 5 presents the objectives of the Travel Plan, a review of relevant national, regional and local policy in regards to the Travel Plan and sets out indicative targets for the Travel Plan;
  - Section 6 outlines recommended Travel Plan measures;
  - Section 7 details the car parking management strategy;
  - Section 8 details delivery and monitoring of the Travel Plan and outlines the marketing and communication strategies; and
  - Section 9 sets out the proposed Action Plan for delivery of the Travel Plan.

Figure 1.1 – Site Location Plan



## 2. Baseline Transport Conditions

### Overview

- 2.1 This section of the report provides a summary of existing accessibility to Dunsbury Hill Farm for staff and visitors by all modes of transport.

### Site Location

- 2.2 The existing Dunsbury Hill Farm site predominantly comprises agricultural land that lies within an undeveloped strategic gap immediately east of the A3 (M) motorway Junction 3, between Waterlooville and the northern area of Havant. The land is owned by PCC, however is situated in HBC, who is the planning authority for the site. The slip road leading off the A3(M) is the B2150 known as Hulbert Road which leads southwards to Purbrook Way. It is intended that this road will be adjoined by the link road to provide access to the site.
- 2.3 The site is currently characterised by the following key features:
- A series of extensive open fields enclosed within established hedgerow, lying to the west of Leigh Park residential area;
  - Park Lane which connects Waterlooville and Leigh Park estate (Havant) and dissects the site across the north east corner;
  - Belts of woodland lying to the south and west of the site which are identified as Sites of Importance to Nature Conservation (SINCs);
  - A number of trees located within and adjacent to the study area;
  - The Hermitage Stream which runs to the south west of the site, and the adjoining area, which is located within Flood Zone 3;
  - Two high voltage power lines and a mains gas pipeline running through the eastern part of the site parallel to the study area boundary;
  - Further overhead power lines passing through the site along an east west axis at approximately the centre of the site; and
  - Part of the site overlies a former landfill site containing inert construction waste from the A3 (M) motorway requiring appropriate risk assessments.

### Existing Site Land Uses

- 2.4 The Dunsbury Hill Farm development site predominantly comprises agricultural land that lies within an undeveloped strategic gap, and as such, only farm vehicle trips are generated by the site.

### Public Transport Accessibility

- 2.5 Access to public transport is shown graphically in Figure 3.6 in the TA Report supporting the planning application for the site.

### Access by Rail

- 2.6 The nearest railway station is Bedhampton, which is just over 2km from the site. Rail services at Bedhampton are operated by Southern and Southwest Trains and a summary of the services at Bedhampton station are shown in Table 2.1 below.

**Table 2.1 – Existing rail services at Bedhampton Station**

| Train Operating Company | Origins                                                         | Destinations                                                                 | AM Peak Hour Frequency |
|-------------------------|-----------------------------------------------------------------|------------------------------------------------------------------------------|------------------------|
| Southern                | Barnham<br>Brighton<br>Ford<br>Littlehampton<br>London Victoria | Havant<br>Portsmouth & Southsea<br>Portsmouth Harbour<br>Southampton Central | 4 trains / hour        |
| Southwest Trains        | Guildford<br>London Waterloo                                    | Havant<br>Hilsea<br>Portsmouth & Southsea<br>Portsmouth Harbour              | 2 trains / hour        |

- 2.7 Havant station is just over 2.5km from the site and connects with Bedhampton. Rail services at Havant are operated by First Great Western, Southern and Southwest Trains. A summary of the services at Havant station is shown in Table 2.2 below.

**Table 2.2 - Existing rail services at Havant Station**

| Train Operating Company | Origins                                                         | Destinations                                                       | AM Peak Hour Frequency        |
|-------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------|-------------------------------|
| First Great Western     | Bristol Temple Meads                                            | Brighton                                                           | N/A (limited daytime service) |
| Southern                | Barnham<br>Brighton<br>Ford<br>Littlehampton<br>London Victoria | Portsmouth & Southsea<br>Portsmouth Harbour<br>Southampton Central | 5 trains / hour               |
| Southwest Trains        | Guildford<br>London Waterloo                                    | Hilsea<br>Portsmouth & Southsea<br>Portsmouth Harbour              | 3 trains / hour               |

## Access by Bus

- 2.8 The nearest bus services are Route 23 at Calshot Road (Hockham Court), approximately 400m from the site, and Route 39 at Middle Park Way (Woolston Road), approximately 500m from the site. Route 37 runs west of the site in Waterloo. A summary of these and other nearby services is shown in Table 2.3 below. These services are operated by Stagecoach.

Table 2.3 – Existing Bus Services near Dunsbury Hill Farm

| Route number | Nearest stop                      | Origin   | Destination        | AM Peak Hour Frequency |
|--------------|-----------------------------------|----------|--------------------|------------------------|
| 23           | Calshot Road (Larkwhistle Walk)   | Southsea | Leigh Park         | 10 minutes             |
| 39           | Middle Park Way (Woolston Road)   | Havant   | Wecock Farm        | 15 minutes             |
| 37           | Hulbert Road Roundabout, Waterloo | Havant   | Alton              | 30 – 60 minutes        |
| 20           | Dunsbury Way (Leigh Park)         | Havant   | Portsmouth Harbour | 30 minutes             |
| 21           | Dunsbury Way (Leigh Park)         | Havant   | Portsmouth Harbour | 20 – 30 minutes        |

## Pedestrians and Cyclist Connectivity

- 2.9 There is an existing bridleway passing through the development site along Park Lane, which forms a cycle route linking Tempest Avenue, to the west of the A3 (M), to Middle Park Way and Dunsbury Way to the east of the A3 (M); this crosses the A3 (M) on a bridge to the north of Junction 3. There is an off-road cycle route southbound from Woolston Road roundabout along Middle Park Way. The route continues off-road along the Hermitage Stream path which heads south towards Havant town centre. There is also an off-road cycle route along Purbrook Way west of the Hulbert Road / ASDA Roundabout which heads to the west of the A3(M). All these routes are connected to the residential areas and Havant town centre, with a network of suggested link routes, some of which are signposted at present.
- 2.10 There is a circular footpath through the site between Park House Farm Way and Ramsdale Avenue and between Ramsdale Avenue and Park Lane, which connects with the Park Lane bridleway. An east-west bridleway connects with Park Lane leading from the north of the site eastwards to Stansted and Rowland's Castle. From this there is a bridleway leading south to Swanmore Road and Dunsbury Way.
- 2.11 The walking and cycling routes are shown graphically in Figure 3.7 of the TA Report supporting the planning application for the site.



### 3. Development Proposals

- 3.1 Dunsbury Hill Farm is a Strategic Site in the Havant Borough Core Strategy which was adopted on the 1<sup>st</sup> March 2011. The allocation covers an area of 13.2 hectares. As part of the South Hampshire growth agenda, a seven hectare extension to this allocation was proposed in the 2008 Site Allocations: Issues and Options document.
- 3.2 The entire 20.2 hectare site is a Strategic Site in the Havant Borough Core Strategy which was adopted on 1<sup>st</sup> March 2011. It was marketed by PCC for development following publication of the Dunsbury Hill Development Brief in 2007 and the site remains key to delivering employment in the local and sub-regional areas and is seen as a potential new business gateway to South Hampshire via the A3(M) Corridor.
- 3.3 The aspirations are for a top end business park/campus and an exemplar construction and design to BREEAM Excellent standard.
- 3.4 The delivery of Dunsbury Hill Farm is integral to achieving the vision of the core strategy and wider sub-region in terms of key economic, employment and regeneration objectives. The development proposals are therefore hybrid to achieve outline consent for the core strategy allocation and detailed to cover to access and link road to provide appropriate transport infrastructure to enable future development on the site in accordance with the agreed land uses.
- 3.5 Construction of road works forming the detailed element of the hybrid planning application, access and link road, is planned for 2013. It is then intended that the site will be constructed in two phases as follows:
- Phase 1 – employment land use (46,450 m<sup>2</sup> GFA) and a Hotel (5,574 m<sup>2</sup> GFA); and
  - Phase 2 – additional employment land use (15,329 m<sup>2</sup> GFA).
- 3.6 Phase 1 is currently planned to begin in 2014 with Phase 2 following in 2022. Both phases have an anticipated timescale of four years to full completion, and occupation therefore will be expected for 2018 and 2026 respectively.
- 3.7 The hotel is intended to be internal-facing and provide conferencing facilities and accommodation for visitors to the employment zone. Employment land uses will be assigned a mix of approximately 40% B1, 40% B2 and 20% B8. The associated quantum of development is summarised in the Table 3.1 below:

**Table 3.1 – Dunsbury Hill Farm Land Use Breakdown**

| Land Use                      | Phase 1 m <sup>2</sup> GFA | Phase 2 m <sup>2</sup> GFA | Total m <sup>2</sup> GFA |
|-------------------------------|----------------------------|----------------------------|--------------------------|
| B1 (Business)                 | 18,580                     | 6,132                      | 24,712                   |
| B2 (General Industrial)       | 18,580                     | 6,132                      | 24,712                   |
| B8 (Storage and Distribution) | 9,290                      | 3,065                      | 12,356                   |
| C1 (Hotel)                    | 5,574                      | -                          | 5,574                    |
| <b>Total</b>                  | <b>52,024</b>              | <b>15,329</b>              | <b>67,354</b>            |

### New Access

- 3.8 A new access will be provided via a link to the B2150 Hulbert Road to the west from which traffic can distribute north to the A3(M) Junction 3 and south to Purbrook Way. A further link will be

provided to the east into Leigh Park. This will operate as a bus only link enforced via a bus gate and will also serve to provide a second point of access in emergencies.

### 3.9 The Indicative Masterplan is shown in Figure 4.1 of the TA.

## 4. Forecast Travel Patterns

- 4.1 At this stage detail regarding the site operation is limited and based on the Dunsbury Hill Farm TA.
- 4.2 Within three months of full occupation of the site a baseline travel survey will be undertaken of all staff and visitors, as appropriate, to establish the travel patterns to and from site. This information will be used to finalise the modal split targets for the Full Travel Plan, however for the purposes of this Framework Travel Plan, indicative targets have been set based on information provided in the TA for the site. The proposed methodology of the travel surveys is presented at the end of this section.

### Site Operation

- 4.3 The site operation details are not yet known and this level of detail will be included in the Full Travel Plan.

### Staff Numbers

- 4.4 Staff numbers are not yet known and this level of detail will be included in the Full Travel Plan.

### Staff Shift Patterns

- 4.5 Staff shift patterns are not yet known and this level of detail will be included in the Full Travel Plan.

### Modal Split

- 4.6 Modal split information has been taken from the Dunsbury Hill Farm TA prepared as part of the planning application for the site. The TA mode split predictions for the development have been based on the Sub-Regional Transport Model (SRTM); the methodology of which is outlined in Chapter 5 of the TA. Table 4.1 shows the predicted modal split for the development as a whole.

**Table 4.1 – Estimated Modal Split**

| Mode                | Estimated Modal Split |
|---------------------|-----------------------|
| Car                 | 75%                   |
| Walking and cycling | 23%                   |
| Public Transport    | 2%                    |
| TOTAL               | 100%                  |

- 4.7 This information will be used to establish indicative Travel Plan targets. Once the baseline travel survey is completed, the modal split will be updated with more accurate modal split on which targets can be based. The baseline survey will provide more detailed mode split information, including car drivers, car passengers, walking, cycling, motorcycling, train, bus and taxi.

### Staff Travel Survey

- 4.8 The Baseline Travel Survey will be required to progress this Framework Travel Plan to a Full Travel Plan. Visitors will be surveyed, however the associated Travel Plan targets will relate to staff only. Staff will make up the vast majority of the trips generated by the site and this is where



significant change to travel can be made. It is recommended that the following is included in the Baseline Travel Survey:

- Existing travel patterns;
- Existing distance travelled to work;
- Existing journey times;
- Reasons for car travel; and
- Measures that would encourage travel by public transport, cycle, on foot or participation in a car sharing scheme.

4.9 This information should be completed for all employees working on site. It is recommended that the survey is electronic as this will ensure that all staff are in receipt of the survey, which may not otherwise be the case due to the staff working different shifts. The baseline travel survey will be completed within three months of the site operating to ensure early implementation of the Travel Plan.

## 5. Travel Plan Objectives & Targets

- 5.1 This section of the report outlines the overall objectives of the Travel Plan and identifies targets to meet these objectives. Travel Plan objectives are the high-level aims of the plan. They provide direction and focus to the Travel Plan. Travel Plan targets are measurable 'goals' set up in order to assess whether the objectives have been met.
- 5.2 The Travel Plan is a dynamic process and the targets can be used to monitor change. Where change is not achieved (and a target is not met) targets should be reviewed and replaced with a more realistic alternative.

### Aims of the Travel Plan

- 5.3 The aims of the Travel Plan as set out in Section 1 of the Travel Plan are to:
- Support the planning application of the development;
  - Identify an effective strategy for managing travel behaviour of staff and visitors to the business park and associated hotel development; and
  - Manage parking demand on site for staff vehicles.

### Objectives of the Travel Plan

- 5.4 In order to achieve these aims the following objectives have been set for the Travel Plan:
- **Objective 1** - To maximise opportunities for staff and visitors to travel to the business park and hotel development by means other than single occupancy car;
  - **Objective 2** - To encourage new staff to commute to work by modes of travel other than the single occupant car;
  - **Objective 3** - To reduce the carbon footprint of the development by minimising transport contributions; and
  - **Objective 4** - Improve access to the site for all.

### Planning Requirements and Local Policy

- 5.5 It is necessary for a Travel Plan to be produced to promote sustainable measures of travel for the site. The requirement for a Travel Plan is supported by a number of relevant national, regional and local planning policy documents which are discussed in detail in the TA and include:
- Planning Policy Guidance Note 13 (PPG13);
  - Transport White Paper 'Future for Transport' (2004);
  - Delivering a Sustainable Transport System (2008);
  - Local Transport Act (2008);
  - From Crisis to Cutting Edge: Regional Transport Strategy (2002);
  - PUSH South Hampshire South Regional Strategy (2005);
  - South East Plan (2009);
  - Regional Economic Strategy (2006 – 2016);
  - Regional Network Report for the South East (2008);

- Hampshire Local Transport Plan 3 (2011 – 31);
- Solent Transport Sub-Regional Strategy (STSS) (2006 – 11);
- Transport for South Hampshire – Towards Delivery (2008);
- Havant Borough District-Wide Local Plan (2005) & Saved Policies (2008); and
- Havant Borough Council Local Development Framework Core Strategy (Adopted 2011).

## Targets of the Travel Plan

- 5.6 Travel Plan targets are required to monitor the success of the Travel Plan in meeting the objectives outlined above. Targets are measurable goals with achievable timescales associated with them. They should be **SMART** - Specific, Measurable, Achievable, Realistic and Time bound.
- 5.7 The objectives of the Travel Plan have the overall aim of changing the travel behaviour of staff (and to some extent visitors) to reduce the number of single occupancy trips to the site and increase the number of journeys made by other modes of travel. They also aim to improve accessibility to the site by public transport, walking and cycling. The targets to achieve these objectives are set out in Table 5.1. It should be noted that the targets are often related to more than one Travel Plan objective.

**Table 5.1 – Travel Plan Targets/Objectives**

| Objective                                                                                                       | Target                                                                               |
|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| To maximise opportunities for staff and visitors to travel to site by means other than the single occupancy car | Reduction in single occupancy trips to the site hence controlling car parking demand |
| To encourage new staff to commute to work by modes of travel other than the single occupant car                 | Increase the number of staff using public transport, cycling and walking             |
| To reduce the carbon footprint of the site by minimising transport contributions                                | Reduce the use of the car overall at the site                                        |
| Improve access to the site for all                                                                              | Improve accessibility to the site by public transport, cycling and walking           |

## Mode Share Targets

- 5.8 DfT guidance states that a successful Travel Plan with a wide range of measures, initiatives and promotion can reduce the volume of solo occupancy commuter travel to a site by between 15 and 30 percent.
- 5.9 The targets will need to be completed once the baseline travel survey has been completed on occupation of the site. Initial estimated targets for the site are included in Table 5.2.

Table 5.2 – Estimated and Target Staff Modal Splits

| Mode                                      | Estimated Modal Split (%) | Medium Term Modal Split (%) | Long Term Modal Split (%) |
|-------------------------------------------|---------------------------|-----------------------------|---------------------------|
| Car                                       | 75                        | 70                          | 65                        |
| Active travel modes (walking and cycling) | 23                        | 25                          | 25                        |
| Public Transport                          | 2                         | 5                           | 10                        |
| <b>Total</b>                              | <b>100</b>                | <b>100</b>                  | <b>100</b>                |

5.10 The Travel Plan is a dynamic process and will need to be reassessed within a long term programme. It has been assumed that this will be a ten year programme given the size of the site. Appropriate timescales will be assigned to each measure/indicator to suit the Travel Plan objectives based upon the following timescales:

- Short Term: 0 to one year – targets designed to address the immediate concerns of the site;
- Medium Term: one to three years – targets to ensure the Travel Plan continues to meet its objectives, particularly in promoting travel by public transport; and
- Long term: three to ten years – strategic targets based upon improving the overall accessibility of the site.

## 6. Travel Plan Measures

### Overview

- 6.1 Targeting staff that will travel to the site by private car is clearly where a change in modal split will be possible. A range of deliverables and effective measures have been developed to deliver the Travel Plan objectives and targets. These include 'physical' measures, co-ordination and promotion/information dissemination which address both staff and visitor travel.

### Development Wide Initiatives

- 6.2 Raising awareness of environmental issues is important in order to promote more sustainable travel modes to the site. It is recommended that the site develops an Environmental Network for disseminating best practice in reducing environmental impacts and promoting sustainability to all staff.

- 6.3 It is recommended that the following initiatives are considered:

- Public Transport Incentives.
- Flexible Working Policy – Provision of several options for working flexibly which will reduce the need to travel at peak times. These include:
  - Compressed hours and Flexi-Time;
  - Part-time working;
  - Annualised hours;
  - Job Sharing; and
  - Home working.
- Cycling – Shower and locker facilities will be provided and consideration will be given to implementing interest free cycle loans to provide a financial incentive for cycling to work.
- Car Sharing – Encouraging car sharing among employees for car journeys to and from work. The developer will consider the site becoming a corporate member of 'Liftshare' an online car share matching scheme that puts people travelling in the same direction or a similar destination in contact with each other, allowing them to arrange to travel together and share the costs, whilst also reducing congestion and pollution on the roads.
- Teleconferencing – Consider establishing the teleconferencing technology and facilities.

### Provision of On-Site Information

- 6.4 Up to date transport information will be provided on a regular basis in locations easily accessible to staff. A travel information board could be located within staff locker rooms, which are used by staff on a daily basis and display:

- Current bus timetables;
- Current rail timetables;
- Walking and cycling routes / networks;
- Upcoming Travel Plan initiatives/measures; and
- Details of the car share scheme.

- 6.5 This information should also be available on the staff intranet site and new staff made aware as part of their induction process.

## Measures to Promote Sustainable Transport

- 6.6 The existing public transport routes have been discussed in Section 2 and bus routes 37 and 23 serving Leigh Park pass immediately to the east of Phase 1 and Phase 2 of the site respectively. It is therefore important for the sustainability of the site that appropriate connections are made.
- 6.7 It is understood that there are plans for a Havant Cross Borough Bus Service connecting Waterlooville to the west and Leigh Park to the East of the A3(M) corridor. It is envisaged that this bus route will use Hulbert Road access and the Woolston Road bus-only link and will cross the site. In addition these access points will enable the existing local bus routes to enter and leave the site from either the east or west of the A3(M) without needing to travel through the site. New bus infrastructure on the link road in the form of a bus turn round or bus interchange will ensure that the site can be served by the Cross Borough Bus Service and the existing local bus services. The development site thus provides the opportunity for a direct link to connect to existing bus routes 39 and 23 west of the site and A3(M).
- 6.8 It is proposed that a bus gate is placed on the far east of the Dunsbury Hill Farm Link Road so that the site is permeable to buses and an appropriate place for interchange introduced either east of west of the Link Road.
- 6.9 The existing public rights of way will be retained within the development. The existing bridleway which crosses the site will be maintained. Park Lane is a well used Bridleway which could be upgraded as part of a site wide approach to footpaths and cycleways; this would also extend connections to Havant Thicket Reservoir.
- 6.10 Secondary routes and local access, together with proposed footpaths and cycleways will form part of the reserved matters.
- 6.11 Opportunity exists to make the connection with Staunton Country Park, whilst enhancing existing accessibility across the site for all modes and prioritising pedestrians and cyclists.
- 6.12 The possible initiatives to be developed as part of a public transport strategy are identified in Table 6.1

**Table 6.1 – Public Transport Strategy**

| Potential Measure                                                | Details                                                                                                  |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Dissemination of information on public transport travel to staff | Information displayed in locker rooms, and other communal areas                                          |
| Interest Free Season Ticket Loans                                | Interest Free Season Ticket Loans offered to staff which are repaid as part of a salary deduction scheme |

### Public Transport Information

- 6.13 By providing public transport information around the site the staff will become more aware of what public transport is available to them. This information will include timetables, planned engineering works and measures that the developer will put in place to encourage people to use public transport. The best place to put this information is in areas where staff members congregate such as communal areas. It is also suggested for staff that this information is displayed on the staff Intranet pages, if available.



## Interest Free Public Transport Loans

- 6.14 Consider providing interest free public transport loans which would see the developer pay for staff members' annual season ticket and then the staff member pay this back interest free. The staff member would pay this back through reductions to their monthly/weekly wage. This measure would encourage staff who otherwise might not afford to use public transport. This would depend on the site's capability to offer loans.

## Walking Strategy

- 6.15 The TA estimates that 23% percent of staff will either walk or cycle to work. To maximise the accessibility of the site by foot Table 6.2 shows the measures that could be used to encourage walking to work.

Table 6.2 – Walking Strategy

| Measure                                | Details                                                                                        |
|----------------------------------------|------------------------------------------------------------------------------------------------|
| Discount on Walking Equipment          | Negotiations with local retailers to secure all staff with a discount on walking equipment     |
| Map of Local Footways                  | A map of local footways provided free of charge to all staff to encourage them to walk to work |
| Changing room with showers and lockers | These facilities must be maintained to a high quality to encourage use                         |

### Discount on Walking Equipment

- 6.16 By negotiating with local stores/retailers discounts could be received for all staff on walking equipment such as appropriate footwear and clothing. This could encourage staff that currently do not walk to work, and live within an appropriate distance from the site, to begin walking. It may also encourage some members of staff to begin walking in their free time and therefore improve their health.

### Map of Local Footways

- 6.17 The production of a map on local footways, particularly those which are well lit, for all staff will help to encourage those staff which have the capacity to walk to work to do so, particularly in the summer months. This measure also helps promote a healthy lifestyle to staff members.

### Facilities

- 6.18 On site facilities will be maintained to high standards to ensure that all staff members are encouraged to use them.

## Cycling Strategy

- 6.19 Cycle parking will be provided at the site in accordance with the relevant HBC standards for employment land uses and hotel developments (as detailed in Chapter 4 of the TA). As detailed in section 6.15 above, the TA estimates that 23% percent of staff will either walk or cycle to work. DfT have estimated that four kilometres is a reasonable commuting distance to work, which is likely to encompass a number of staff.
- 6.20 The cycle strategy for the development that should be implemented is identified in Table 6.3.

Table 6.3 – Cycling Strategy

| Measure                                           | Details                                                                                                                                                            |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Cycle Parking                                     | Cycle parking will be provided in accordance with the relevant HBC standards for employment land uses and hotel developments (as detailed in Chapter 4 of the TA). |
| On Site Cycle Store                               | Cycle equipment such as a puncture repair kit, spare tyres etc should be kept on site                                                                              |
| Discount on Cycle Equipment                       | Negotiations with retailers to secure all staff with a discount on cycling equipment                                                                               |
| Cycle Training                                    | Cycle training should be available to all staff                                                                                                                    |
| Changing rooms with showers and lockers for staff | These facilities must be maintained to a high quality to encourage use                                                                                             |
| Cycle Loan Scheme                                 | Bike4work scheme allowing employees the long term loan of a bicycle                                                                                                |

### On Site Cycle Store

- 6.21 It is recommended that a number of bicycle spares be kept on site such as a puncture repair kit, spanners and spare tyres in case staff members suffer problems with their cycle that would prevent them getting home from work.

### Discount on Cycling Equipment

- 6.22 By negotiating with stores/retailers discounts could be received for all staff at the development on cycling equipment such as appropriate helmets and clothing. This would encourage staff that currently do not cycle to work, and live within an appropriate distance from the site, to begin cycling. It may also encourage some members of staff to begin cycling in their free time and therefore improve their health.

### Cycle Training

- 6.23 Cycle training will give staff confidence to cycle on the roads and improve staff safety for those that currently cycle for their commute to work.

### Facilities

- 6.24 It is recommended that secure staff lockers are provided. All staff should have access to shower facilities and changing areas with separate facilities for men and women. It would be positive if facilities such as a drying room, irons and hair dryers are also available. These facilities should be maintained to high standards to ensure that all staff members are encouraged to use them.

### Cycle Loan Scheme

- 6.25 The Bike4work scheme is a government scheme for cycle loans which allows employees to benefit from a long term loan of a bike and safety equipment tax free. It is recommended that the developer participates in this scheme.

## Moped/Motorcycle Strategy

- 6.26 Motorcycles and mopeds can offer a more environmentally friendly alternative to travel by private car and are more space efficient than other vehicles particularly in terms of congestion and parking.



### Motorcycle/Moped Parking

- 6.27 It is recommended that a motorcycle/moped parking area is provided if a need for it is identified in the baseline travel survey.

### Safety Training

- 6.28 Motorcycle training will encourage staff to travel by motorcycle to work. This will improve staff safety for those that currently use a motorcycle for their commute.

### Discount on Motorcycle Equipment

- 6.29 By negotiating with local stores/retailers discounts could be received for all staff on motorcycling equipment such as appropriate helmets and clothing.

## Car Sharing Strategy

- 6.30 Car sharing can be an effective way of reducing peak hour congestion and decreasing the demand for parking on the site. It also has benefits for the individual (in terms of cost of travel). The developer will consider the site becoming a corporate member of 'Liftshare'.
- 6.31 Following the baseline travel survey, postcode analysis should enable a clear picture of potential clusters for car sharing.
- 6.32 In order to encourage car sharing it will be confirmed at detailed application stage whether the developer will develop a number of initiatives to support the scheme as shown in Table 6.4.

**Table 6.4 – Car Sharing Strategy**

| Measure                                                                     | Details                                                                                                      |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Publicity of Liftshare car sharing scheme                                   | Information displayed around the site in staff areas or staff memos                                          |
| Priority parking spaces for car sharers as part of Car Park Management Plan | Dedicated car share spaces marked                                                                            |
| Incentives for car sharing e.g. guaranteed ride home                        | Provision of taxi or alternative arrangements with a colleague for transport home if share arrangement fails |

### Publicity

- 6.33 It is essential that the car share scheme is widely promoted in order to sustain sufficient levels of car sharing. This will be part of the overall marketing strategy for the Travel Plan (see Section 8).

### Priority Parking

- 6.34 To encourage car sharing staff will be provided with dedicated 'car sharer' parking spaces.
- 6.35 Priority parking spaces must have formal membership criteria and rigorous enforcements. A parking permit system could be introduced with regular patrols to check that only registered car sharers park in these bays.

## Parking Management

- 6.36 It is recommended that parking will be managed by a Car Parking Management Strategy. This details the operation of the staff and visitor parking. The Car Parking Management Strategy is detailed in Section 7 of this document.

## Minimise Single Occupancy Business Travel

- 6.37 Staff will be encouraged to travel sustainably in instances when they are required to travel on business. This includes travelling in groups rather than driving alone.
- 6.38 For staff travelling over long distances from the site for business needs, public transport will be encouraged as the preferred mode of transport.
- 6.39 If the site has video conferencing facilities, then staff will be encouraged to consider whether business travel is necessary or whether the need could be met using these facilities.

## Incentives

- 6.40 A travel award scheme can be set up which rewards those who regularly participate in the car share scheme, use public transport, use a moped/motorcycle or walk or cycle to work.
- 6.41 Below are the possible options for a Travel Award Scheme.
  - Staff who can show that they have car shared, taken public transport, travelled by motorcycle/moped, cycled or walked earn points on a daily basis. Accumulation of points will equate to a financial reward, a gift, or time off work. However, this system may prove to be difficult and onerous to monitor;
  - Contribution towards a public transport season ticket, towards the purchase of a bicycle/equipment, towards waterproof clothing;
  - Prize draws may be held which involve only those staff who do not hold a 'single car driver permit'; and
  - Staff that can demonstrate that they previously drove to work and are willing to give up a parking space are provided with a contribution towards the cost of his/her newly adopted transport to work. It will be noted that this scheme alone would not be equitable to those who already use a sustainable form of transport as they would not be rewarded.

## TravelWise

- 6.42 The aim of the company TravelWise® is to help employers work with their staff to improve their travel choices and provide alternatives to the car especially for the journeys to work. Affiliation to the scheme is free and the scheme offers numerous benefits to both the employer and employees. It is suggested that the developer joins the scheme.
- 6.43 The benefits companies and their employees receive include:
  - Professional advice and support; and
  - Involvement in a new car sharing system.
- 6.44 Both the employer and employee can receive the many benefits offered by the network of support companies including:
  - Reduced priced travel passes;
  - Discounted bicycles;
  - Discounted motor scooter and access to training; and
  - Discounted bicycle stands.

## 7. Car Park Management Strategy

### Parking Provision

- 7.1 Within the Masterplan area the principle will be adopted that the proposed levels of parking provision will be in accordance with relevant HBC standards for employment land uses and hotel developments. The parking standards are shown in Table 7.1 below.

Table 7.1 – HBC Parking Standards

| Land Use              | Car Parking Standard<br>Maximum Limit | Cycle Parking Standard (minimum)          |                         |
|-----------------------|---------------------------------------|-------------------------------------------|-------------------------|
|                       |                                       | Long Stay                                 | Short Stay              |
| B1 Office             | 1 space per 30 sqm                    | 1 stand per 150 sqm                       | 1 stand per 500 sqm     |
| B2 General Industrial | 1 space per 45 sqm                    | 1 stand per 350 sqm                       | 1 stand per 500 sqm     |
| B8 Warehousing        | 1 space per 90 sqm                    | 1 stand per 500 sqm                       | 1 stand per 1000 sqm    |
| C1 Hotel              | 1 space per bedroom                   | 1 space per 6 staff or 1 space per 40 sqm | 1 stand per 10 bedrooms |

- 7.2 In order to improve and control the use of the car park as well as improving safety, a Car Park Management Plan has been included for the Travel Plan.
- 7.3 The Car Park Management Plan would provide disincentives for lone car travel and ensure that staff members without alternative travel modes have priority access to parking spaces. The plan will also make provision for car sharers and staff with medical or welfare needs. As discussed in the TA it is important to manage parking effectively and prevent overspill parking on Leigh Road. The following measures are being considered for inclusion in a car park management plan:
- Staff needs-based permit allocation system;
  - Enforcement of car park measures, for example clamping;
  - Provisions for those with welfare needs/disability; and
  - Priority spaces for car sharers.

## Car Park Management Plan

### Parking Permit System

#### Needs Based Permit Criteria

- 7.4 A "Needs Based Permit" system is a means of allocating staff parking permits according to an identified "need" criteria. This has become increasingly recognised as an effective parking management strategy at employment sites, ranging from hospitals, private and public sector offices and educational establishments. A fixed permit total is identified based on parking capacity (plus 10-15 percent). This fixed number of permits is allocated to individual employees using various need-based criteria. For example accessibility to non-car travel options, as described below.
- 7.5 These criteria will be assessed by scores. A score is assigned to each staff applicant, based on these criteria. Applicants' scores are ranked and permits allocated at a level which matches the total number of permits. This system provides an equitable approach to permit allocation based on needs. The criteria for allocation will be made transparent to all staff.

### Accessibility Zone

- 7.6 An 'accessibility zone' can be defined around the site within which there are assessed to be viable alternative forms of transport to single occupancy car journeys. This may be based on the following:
- Staff home addresses within 1.6 kilometres (one mile) of the site, which is a reasonable walking distance of up to 40 minutes;
  - Staff home addresses within approximately 400 metres of a frequent and direct bus route.
- 7.7 The accessibility zone would also include proximity to railway stations.
- 7.8 Other criteria should also be identified for the system. The exact definition of these (and the weighting attached in the scoring allocation system) would need to be identified in consultation with the developer. Suggested criteria that could be included in the scheme include:
- Disability/medical condition, requiring confirmation by Occupational Health;
  - Staff that require their car for business use during the working day;
  - Shift workers; and
  - Childcare/other caring responsibilities, which in relation to working hours prevent the staff member from using a mode other than car for the journey to work. This is likely to count as a relatively low priority for permit allocations.
- 7.9 Table 7.2 shows an example of a weighted points scoring system which could be adapted to be relevant to the development.

**Table 7.2 – An Example of a Permit Weighting and Scoring System**

| Factor                                                     | Sub factor              | Weighting                |
|------------------------------------------------------------|-------------------------|--------------------------|
| Mobility Impairment                                        | Registered disability   | +30                      |
| Accessibility to workplace                                 | Outside exclusion zone  | +10                      |
| Car Share                                                  | No. of Passengers       | +3 per passenger carried |
| Unsociable Working Hours<br>(for regular timetabled hours) | Start before 0700 hours | +2                       |
|                                                            | Finish after 1900 hours | +2                       |
| Operational need                                           | Operational Staff       | +5                       |
|                                                            | Carry heavy loads       | +1                       |
| Carer Responsibilities                                     | Need to drop off        | +0.3                     |
|                                                            | Need to collect         | +0.3                     |
|                                                            | Need to do both         | +0.6                     |
|                                                            | Willing to car share    | +0.1                     |

- 7.10 Those with welfare needs or disabilities would be given priority in regards to parking. In a permit system they would be guaranteed a permit. Proof of welfare needs or a disability would be required to prove that the parking space is required.

### Car Sharer Permits

- 7.11 Those members of staff who take part in the car sharing scheme would be guaranteed a parking space in a prime location close to building entrances at levels which match Travel Plan mode share targets for car share.

## **Parking Enforcement Systems**

- 7.12 Staff parking could be enforced through a card reader system which monitors who enters and exits the car park. Staff would need to be made aware of the proposed managed enforcement system in place. This will have to be well communicated to staff as part of the communications strategy.
- 7.13 It is recommended that the first stage of an enforcement system is verbal, followed by a written warning to offending employees informing them that any further parking offences will result in recovery of their parking permit.
- 7.14 There will be no enforcement strategy for the visitor parking.

## **Incentives to Non-Car Transport**

### **Travel Plan Document**

- 7.15 The Travel Plan document will encourage travel by non car modes, with a potential target of reducing single occupancy car travel by 5 percent in the medium term and 10 percent in the longer term. The restricted number of spaces being provided in the car park and the permit system may go some way to help manage the spaces within the car park. However potential overspill will need to be managed through making staff and visitors aware of the travel alternatives to the site and offering incentives to travel by alternative means as identified in Section 6 of this document.



## 8. Delivery and Monitoring

### Delivery

- 8.1 The objectives of the Travel Plan can only be realised through the implementation of the Travel Plan measures in an integrated manner with the correct marketing and communication. This will take strong leadership from a member of staff who will listen to the views of staff and visitors but still be willing to push the Travel Plan forward. The running of the approved Travel Plan will be by a dedicated Travel Plan Coordinator and it is proposed that the Travel Plan Coordinator is an existing member of staff.

### Appointment of Travel Plan Coordinator

- 8.2 To implement the Travel Plan, support will be required by the senior management of the site to appoint a Travel Plan Coordinator (TPC). This post will be appointed on completion of the first phase of development, before occupation of the site. Establishing a named Coordinator allows staff a single point of contact with enquiries and questions regarding the Travel Plan. The Coordinator will be responsible for the implementation and monitoring of the Travel Plan on a day to day basis. This will be a site-wide role and they will be responsible for all aspects of the site. This could be an in house member of staff or someone appointed externally. Their duties will include:

- Managing the implementation of the Car Park Management Plan;
- Designing and implementing effective marketing and awareness raising campaigns to promote the Travel Plan;
- Coordinating a car share scheme and allocation of permits to those who participate in the scheme;
- Coordinating annual travel survey to monitor the progress of the Travel Plan;
- Lead the annual Travel Plan review;
- Acting as a point of information and contact for all those staff requiring information;
- Keeping Travel Plan information constantly up to date;
- Liaising with parties within the organisation and outside; and
- Maintaining a file containing all correspondence relating to the Travel Plan.

- 8.3 Before occupation of the site, as soon as an appointment is made Portsmouth City Council (PCC), Havant Borough Council (HBC) and the Partnership for Urban South Hampshire (PUSH) will be informed. It is anticipated that in order to undertake the role efficiently the Travel Plan Coordinator will spend up to one day a week on the role, although this will be more time intensive for the initial set up.

- 8.4 The detailed site-wide Travel Plan will be finalised within the first six months of occupation following the baseline travel survey to be carried out after 3 months of occupation. The TPC role will be supported by a steering group.

### Steering Groups

- 8.5 The role of a Travel Plan Coordinator can be a large responsibility, particularly if one person has to incorporate the role into another role within the organisation. The Travel Plan Coordinator Role can be supported by setting up a steering group to provide direction for the overall coordinator.

- 8.6 A Travel Plan steering group should be set up for the development. It is suggested that the group could be made up of:
- One representative from the business development site;
  - One representative from the hotel staff;
  - A senior manager; and
  - The Travel Plan Coordinator.
- 8.7 The Steering Group should meet on a regular basis, every two to three months is suggested, to discuss the Travel Plan and its various successes and failures. The Steering Group will help to provide the Travel Plan with focus. Before each steering group meeting the representatives from the different staff groups should speak to the staff that they represent and see if there are any issues they would like raising or any elements of the Travel Plan that are working particularly well. This would then be fed back to the Steering Group.
- 8.8 The issues that are raised at the Steering Group Meetings will be noted by the Travel Plan Coordinator and used to direct future Travel Plan measures and initiatives.
- 8.9 The representatives within the Steering Group will feed back to the staff that they represent any issues that were raised.

## Marketing & Communication

- 8.10 The effective communication and marketing of the Travel Plan to all stakeholders involved is vital to ensuring its success. Marketing and communication will be targeted at the various groups involved in the Travel Plan including:
- Senior management;
  - Staff; and
  - Visitors (where necessary).
- 8.11 Effective marketing techniques may differ for each of these target groups. All marketing and communication of the Travel Plan will be led by the Travel Plan Coordinator.
- 8.12 The implementation of the Travel Plan depends on individuals making changes to their current journey patterns and as a result it is important to view the Travel Plan as it will be perceived by each of the target groups.
- 8.13 Once this has been achieved, effective marketing and communication strategies to 'get the message across' to each target group should be identified. For example for a member of staff living a significant distance away from the site, walking routes to work may not be of interest, whilst communicating the benefits of a car share scheme (financial savings / better for the environment) may have a greater impact.
- 8.14 A publicity and marketing strategy will be developed for the Travel Plan to comprise the following components:
- Publicised launch event for the Travel Plan to develop awareness amongst staff;
  - Continual updates on the Travel Plan and its performance in communal staff areas;
  - Travel Plan Coordinator to inform staff by emails of new Travel Plan measures and initiatives;
  - Information leaflets which include public transport timetables and information about different Travel Plan initiatives to be regularly distributed to staff;
  - Participation in special events weeks such as Bike to Work etc in order to raise awareness;

- Travel Plan updates regarding public transport and car park management in visitor communal areas and on staff intranet site; and
  - Information regarding different aspects of the Travel Plan to be in communal staff areas and generally widely available.
- 8.15 The Travel Plan will be marketed as helping staff / visitors to the site and should be promoted in a positive light to encourage staff / visitors to start and continue participating.
- 8.16 A Travel Plan starter pack will be produced for all new staff working at the site. This would include information on Public Transport, Travel Plan initiatives, their staff representatives and how to contact the Travel Plan Coordinator.
- 8.17 A number of approaches will be considered in the communication of the strategy. Communication should involve all the target groups and use different forms of media as appropriate.
- 8.18 The Travel Plan Coordinator will ensure that all measures proposed as part of the Travel Plan are communicated to staff and visitors in order for them to participate and change their travel patterns.
- 8.19 The Travel Plan Coordinator will also respond to comments from staff and visitors regarding the Travel Plan to ensure it continuously evolves.
- 8.20 The primary comments regarding the Travel Plan will be communicated through a series of surveys after the implementation of the Travel Plan.

### **Direct Marketing**

- 8.21 The marketing strategy for the Travel Plan will aim to develop "a brand" that is easily recognisable to staff and visitors. This will be communicated during the launch of the Travel Plan through a leaflet or existing form of staff communication. This should detail what a Travel Plan is and what it means for the site.

## **Monitoring**

- 8.22 Ongoing monitoring and reporting is necessary to ensure the continuous effectiveness of the Travel Plan.
- 8.23 A strategy will be implemented for the regular monitoring of the progress of the Travel Plan against objectives and targets and highlight any deficiencies in/changes required to the Travel Plan or any additional measures required. The monitoring strategy will be led by the Travel Plan Coordinator.

## **Baseline Survey**

- 8.24 A baseline travel survey will be completed within three months of the site operating. The survey will be used to set the Travel Plan targets post occupation.
- 8.25 For a workplace Travel Plan, such as this, the following survey types are undertaken:
- Employer Management Questionnaire – Factual information completed by a senior member of onsite staff;
  - Multi-Modal Count Survey – A count of all vehicles entering and leaving the site over one day;
  - Parking Survey – A parking survey undertaken at the beginning, middle and end of day to check against the multi-modal count;
  - Deliveries/Freight Count – Count of deliveries vehicles that come on site over a day;
  - Employee Questionnaire/Diary – A handful of staff are asked to complete a questionnaire and diary about their workplace journeys over a period of one day' and



- Visitor Interview Survey – On site visitors are surveyed about their journey.

8.26 The above surveys, all completed over a single day, will be combined to produce a more complete picture of travel to and from site.

## Annual Monitoring Survey

8.27 Once the Travel Plan is fully in place, snapshot surveys should be carried out periodically by the Travel Plan Coordinator. This will help to assess the modes of transport that staff and visitors are using to travel to the site. Information that should be gathered during a snapshot survey includes:

- Tracking bicycle use by counting the number of stands in use in the bicycle racks;
- Number of cars parked inside the car park and outside of permitted areas;
- Number of car sharing spaces in use; and
- Staff questionnaires to ascertain home postcodes and usual means of travel to work.

8.28 As required, this monitoring will commence with the annual review for the first three years of implementation from occupation of the site.

8.29 This information should also be used to help assess the success or failures of the Travel Plan measures, and direct its future.

## Review

8.30 The travel surveys will be conducted annually for the first three years following the initial survey amongst staff and the results they produce will be presented in the form of a report.

8.31 The travel survey results will dictate the future direction and focus of the Travel Plan, identifying in which areas the Travel Plan is working successfully and areas in which there are deficiencies. Improvements can then be made accordingly. A Travel Plan is a dynamic process and likely to change over time.

8.32 The monitoring process will facilitate the implementation of the Travel Plan over the short, medium and long term. The TPC should identify which measures should be implemented over each of these timescales, with the possibility of longer term measures being developed further after initial monitoring of the effectiveness of the Travel Plan.

## Funding

8.33 The funding will be confirmed upon occupation of the site. The Section 106 will outline the necessary financial commitments for this as well as commitment that targets are met and measures implemented to ensure the successful delivery of the Travel Plan.

8.34 It is likely that the monitoring and review strategy will be funded by facilities management budgets for the development. Funding will be secured for undertaking the surveys and to cover monitoring administration fees. The monitoring administration fee is usually in the region of £2,500-£3,000.

## 9. Action Plan

9.1 Table 9.1 shows a proposed programme of implementation for selected Travel Plan measures.

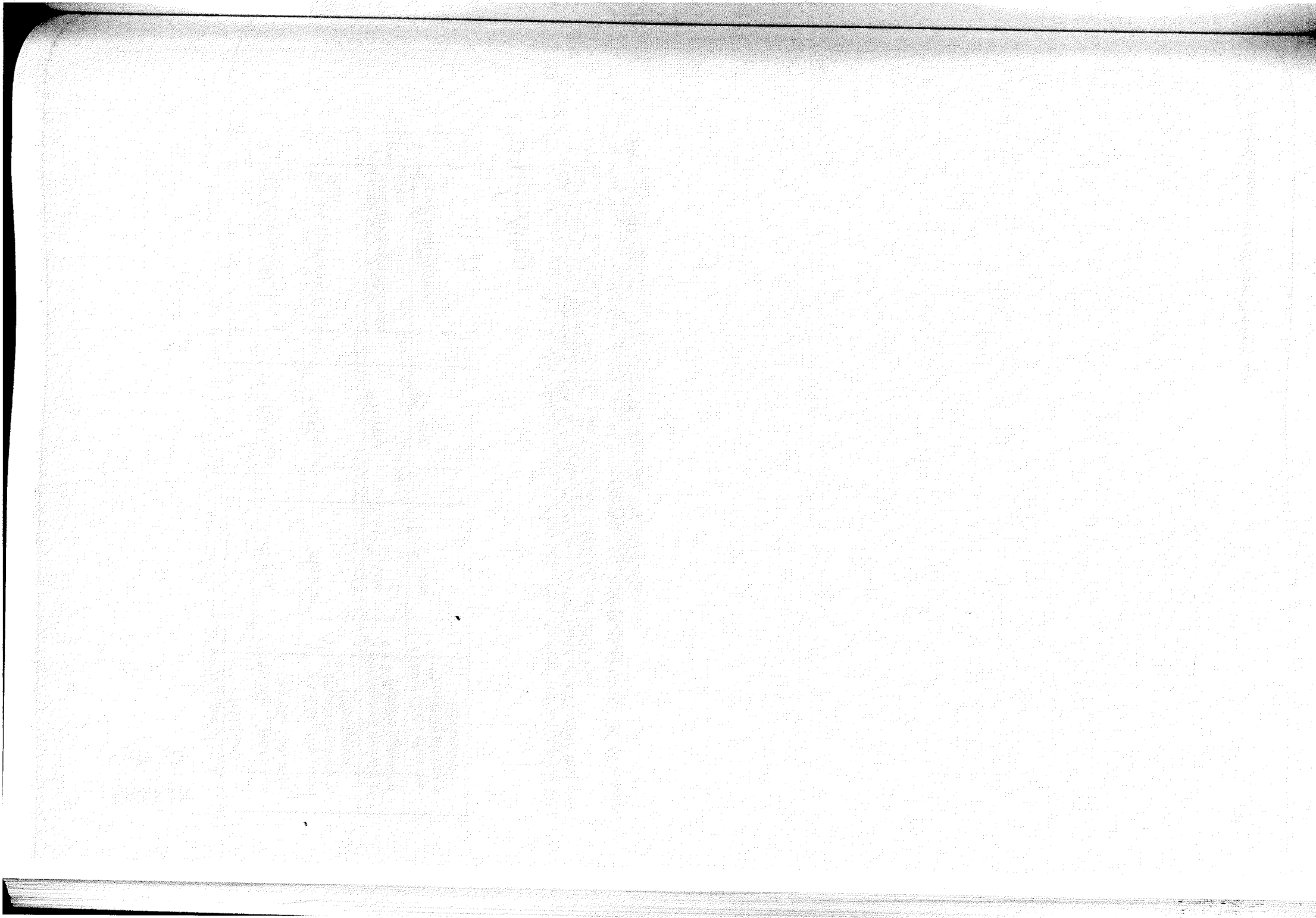
Table 9.1 – Action Plan

| Action                                         | By Whom         | Cost                                         | Timeframe                                                                                                                                  |
|------------------------------------------------|-----------------|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Appointment of a Travel Plan Coordinator (TPC) | Developer       | No cost                                      | Before occupation of site                                                                                                                  |
| Marketing and Communication of Travel Plan     | TPC             | Low                                          | Ongoing from occupation of site                                                                                                            |
| Provision of Site Information                  | TPC             | Low                                          | Ongoing from occupation of site and checked every 3 months                                                                                 |
| Public Transport Strategy                      | TPC             | Low                                          | Ongoing from occupation of site                                                                                                            |
| Car Park Management Plan                       | TPC / Developer | High                                         | Ongoing from occupation of site                                                                                                            |
| Car Sharing Strategy                           | TPC / Developer | Low                                          | If car sharing spaces are to be installed these could be painted before occupation, other measures will be ongoing from occupation of site |
| Minimise Single Business Travel                | TPC             | Low                                          | Ongoing from occupation of site                                                                                                            |
| Walking Strategy                               | TPC / Developer | Low / work included in the construction cost | Showers/changing rooms/lockers to be provided before occupation, other measures will be ongoing from occupation of site                    |
| Cycle Strategy                                 | TPC / Developer | Low / work included in the construction cost | Showers/changing rooms/lockers to be provided before occupation, other measures will be ongoing from occupation of site                    |
| Moped / Motorcycle Strategy                    | TPC             | Low                                          | To be considered within 3 months of the Baseline Survey being completed                                                                    |
| Incentives                                     | TPC             | Low                                          | Ongoing from occupation of site                                                                                                            |
| TravelWise                                     | TPC / Developer | Low                                          | To sign up to within 3                                                                                                                     |

|                                  |             |        | months of site occupation                       |
|----------------------------------|-------------|--------|-------------------------------------------------|
| Baseline travel survey           | TPC / Staff | Low    | Within 3 months of the site operating           |
| Annual monitoring of Travel Plan | TPC / Staff | Medium | Annually from date baseline survey is completed |
| Re-submission of Travel Plan     | TPC         | Low    | Within 6 months of the site operating           |
| Travel Plan Review               | TPC         | Low    | 3 years after the baseline survey is completed  |

## Funding

- 9.2 The funding will be confirmed upon occupation of the site. The Section 106 will outline the necessary financial commitments for this as well as commitment to meeting the targets and that measures are implemented to ensure the successful delivery of the Travel Plan.
- 9.3 It is likely that the developer will utilise the facilities management budgets for the site to ensure that the Travel Plan and its various measures are effectively delivered.



# Dunsbury Hill Farm

## Framework Travel Plan

March 2012

### Notice

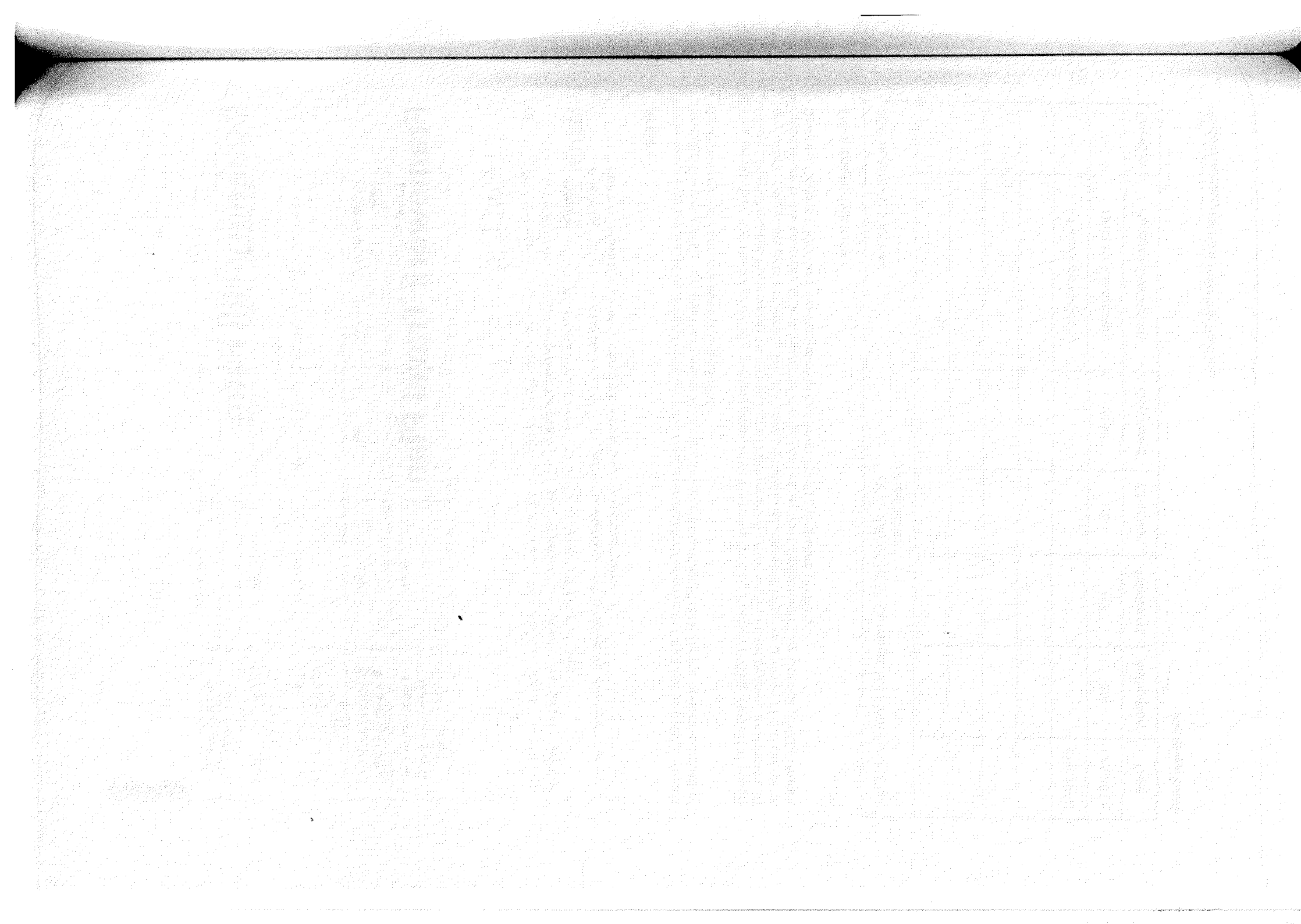
This report was produced by *Atkins Highways and Transportation* for Portsmouth City Council (PCC), Havant Borough Council (HBC) and the Partnership for Urban South Hampshire (PUSH) for the specific purpose of the *Dunsbury Hill Farm Framework Travel Plan*.

This report may not be used by any person other than Portsmouth City Council (PCC), Havant Borough Council (HBC) and the Partnership for Urban South Hampshire (PUSH) without their express permission. In any event, Atkins accepts no liability for any costs, liabilities or losses arising as a result of the use of or reliance upon the contents of this report by any person other than Portsmouth City Council (PCC), Havant Borough Council (HBC) and the Partnership for Urban South Hampshire (PUSH).

### Document History

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|                     |                      |            |                                                        |          |            |          |
|                     |                      |            |                                                        |          |            |          |
|                     |                      |            |                                                        |          |            |          |
| 1                   | Final submission     |            |                                                        |          |            | Mar 2012 |
| 0                   | Draft for Discussion | GLH        | LB                                                     | SS       | SS         | Oct 2011 |
| Revision            | Purpose Description  | Originated | Checked                                                | Reviewed | Authorised | Date     |

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# Dunsbury Hill Farm

## Framework Travel Plan

March 2012

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# Contents

| Section                                   | Page |
|-------------------------------------------|------|
| 1. Introduction                           | 4    |
| Aim of the Travel Plan                    | 4    |
| 2. Baseline Transport Conditions          | 7    |
| Overview                                  | 7    |
| Site Location                             | 7    |
| Existing Site Land Uses                   | 7    |
| Public Transport Accessibility            | 7    |
| 3. Development Proposals                  | 10   |
| New Access                                | 10   |
| 4. Forecast Travel Patterns               | 12   |
| Site Operation                            | 12   |
| Staff Numbers                             | 12   |
| Staff Shift Patterns                      | 12   |
| Modal Split                               | 12   |
| Staff Travel Survey                       | 12   |
| 5. Travel Plan Objectives & Targets       | 14   |
| Aims of the Travel Plan                   | 14   |
| Objectives of the Travel Plan             | 14   |
| Planning Requirements and Local Policy    | 14   |
| Targets of the Travel Plan                | 15   |
| 6. Travel Plan Measures                   | 17   |
| Overview                                  | 17   |
| Development Wide Initiatives              | 17   |
| Provision of On-Site Information          | 17   |
| Measures to Promote Sustainable Transport | 18   |
| Walking Strategy                          | 19   |
| Cycling Strategy                          | 19   |
| Moped/Motorcycle Strategy                 | 20   |
| Car Sharing Strategy                      | 21   |
| Parking Management                        | 21   |
| Minimise Single Occupancy Business Travel | 22   |
| Incentives                                | 22   |
| TravelWise                                | 22   |
| 7. Car Park Management Strategy           | 23   |
| Parking Provision                         | 23   |
| Car Park Management Plan                  | 23   |
| 8. Delivery and Monitoring                | 26   |
| Delivery                                  | 26   |
| Appointment of Travel Plan Coordinator    | 26   |
| Steering Groups                           | 26   |

Marketing &amp; Communication 27

Monitoring 28

Review 29

Funding 29

## 9. Action Plan 30

Funding 31

**List of Tables**

|                                                                 |    |
|-----------------------------------------------------------------|----|
| Table 2.1 – Existing rail services at Bedhampton Station        | 8  |
| Table 2.2 - Existing rail services at Havant Station            | 8  |
| Table 2.3 – Existing Bus Services near Dunsbury Hill Farm       | 9  |
| Table 3.1 – Dunsbury Hill Farm Land Use Breakdown               | 10 |
| Table 4.1 – Estimated Modal Split                               | 12 |
| Table 5.1 – Travel Plan Targets/Objectives                      | 15 |
| Table 5.2 – Estimated and Target Staff Modal Splits             | 16 |
| Table 6.1 – Public Transport Strategy                           | 18 |
| Table 6.2 – Walking Strategy                                    | 19 |
| Table 6.3 – Cycling Strategy                                    | 20 |
| Table 6.4 – Car Sharing Strategy                                | 21 |
| Table 7.1 – HBC Parking Standards                               | 23 |
| Table 7.2 – An Example of a Permit Weighting and Scoring System | 24 |
| Table 9.1 – Action Plan                                         | 30 |

**List of Figures**

|                                 |   |
|---------------------------------|---|
| Figure 1.1 – Site Location Plan | 6 |
|---------------------------------|---|

# 1. Introduction

- 1.1 Atkins has been commissioned jointly by Portsmouth City Council (PCC), Havant Borough Council (HBC) and the Partnership for Urban South Hampshire (PUSH) to prepare a Framework Travel Plan for the proposed business park development at Dunsbury Hill Farm, near Waterlooville in Hampshire. The location of the proposed Dunsbury Hill development site is shown in Figure 1.1.
- 1.2 This Framework Travel Plan is an Appendix to the Transport Assessment (TA) that has also been completed by Atkins, to support the outline planning application for the proposed business park development at Dunsbury Hill Farm.
- 1.3 The development proposal involves the construction of a business park in two phases with an associated hotel development. Construction of road works forming the detailed element of the hybrid planning application, access and link road, is planned for 2013. It is then intended that the site will be constructed in two phases as follows:
  - Phase 1 – employment land use (46,450 m<sup>2</sup> GFA) and a Hotel (5,574 m<sup>2</sup> GFA); and
  - Phase 2 – additional employment land use (15,329 m<sup>2</sup> GFA).
- 1.4 Phase 1 is currently planned to begin in 2014 with Phase 2 following in 2022. Both phases have an anticipated timescale of four years to full completion and occupation therefore will be expected for 2018 and 2026 respectively.

## Aim of the Travel Plan

- 1.5 The Travel Plan is a package of incentives that has been identified for this particular site and aimed at bringing transport and other related issues together in a co-ordinated strategy with an emphasis on reducing reliance on the private car and increasing travel choice for staff and visitors. It is part of a dynamic process that will develop over time in changing circumstances.
- 1.6 In Chapter 7 of the TA, the importance of a Travel Plan is outlined in relation to its impact towards influencing travel patterns of employees and encouraging the use of non-car modes of travel, as a way of mitigating the impacts of the development.
- 1.7 Generally, the three main aims of the Travel Plan will be to:
  - Support the planning application of the development;
  - Identify an effective strategy for managing travel behaviour of staff and visitors to the development, and
  - Manage parking demand on site for operational and staff vehicles.
- 1.8 More specifically it will seek to deliver the following benefits:
  - Improving site access and travel choice;
  - Increasing business efficiency and equality;
  - Reducing congestion and demand for parking spaces;
  - Ensuring adequate provision for people with disabilities;
  - Providing choice and quality access to key services;
  - Delivering local environmental improvements from reduced congestion, pollution and noise; and
  - Providing opportunities for active, healthy travel.

## Schedule 4

### Provision of Highway Works

#### 1 The Owner covenants with the County Council –

- 1.1.1 Not to commence Development unless and until it has entered in to an agreement with the County Council pursuant to s278 Highways Act 1980 and or Sections 38, 4, 6 or 8 of that Act for the provision of the Hulbert Road Highway Works or such part of the Hulbert Road Highway Works as may be agreed with the County Council as a part of the said Agreement pursuant to the provisions of the Act of 1980
- 1.1.2 Unless otherwise agreed between the parties not to Occupy any Commercial Floorspace until such time as the Hulbert Road Highway Works have been completed to the satisfaction of the County Council as evidenced by the issue of a Certificate of Completion
- 1.1.3 To submit design proposals and use reasonable endeavours to secure design approval for the A3(M) Crossing within 12 months of the date of Commencement of the Development
- 1.1.4 To submit a works programme for completion of the approved works to the County Council not more than 28 days following approval of the design of the A3(M) Crossing pursuant to the provisions of paragraph 1.1.3
- 1.1.5 Unless otherwise agreed in writing to commence works approved in accordance with paragraph 1.1.3 not later than 2 months following approval of the works programme in accordance with paragraph 1.1.4 and to complete the works in accordance with the approved design and the works programme PROVIDED THAT such works shall not be Commenced unless or until an appropriate highways agreement for the A3(M) Crossing Works has been agreed with the highways authority
- 1.1.6 Further provided that in the event that the approval to be given pursuant to paragraph 1.1.3 is not given within 12 months of the date of Commencement of the Development the Owner shall three months after the said 12 months make the payment to the County Council of whichever is the lesser amount of
  - 1.1.6.1 £300,000 (three hundred thousand pounds) to the County Council or
  - 1.1.6.2 such reasonable sum as is required to make provision for the costs of such construction of works described and comprised in the design proposals that have at that time been submitted by the Owner to the County Council in accordance with sub-

paragraph 1.1.3 of this Schedule whether or not approved by the highway authority

and such payment shall discharge any obligation to provide the A3(M) Crossing

1.1.6.3 The provisions of Schedule 2, paragraph 1.2.5 shall apply to any payment made in accordance with sub-paragraph 1.1.6.1 or paragraph 1.1.6.2

1.2.1 that when the Owner submits any Reserved Matters Application to the Council in respect of any Reserved Matters Area it shall at the same time submit to the County Council the Access Link Road Section Submission and relevant Access Link Road SUDS Scheme

1.2.2 that the County Council shall approve any Access Link Road Section Submission no later than three months after the Access Link Road Section Submission for a Reserved Matters Area is delivered to the County Council PROVIDED that the said Access Link Road Section Submission reasonably provides for sufficient and safe access for highway traffic to access the Reserved Matters Area to which the Access Link Road Section Submission refers

1.2.3 the Owner shall not occupy any Reserved Matters Area until or unless the section of the Access Link Road Corridor Works detailed in the Access Link Road Section Submission submitted to the County Council in accordance with paragraph 1.2.1 above has been approved and the works described in the approved Access Link Road Section Submission have been completed

1.3 The Owner may at its absolute discretion submit detailed specifications designs and drawings for the construction of the entire Access Link Road Corridor Works to the County Council for its approval and in the event that such a submission is made and approved the provisions of paragraph 1.2 of this Schedule shall not apply PROVIDED that

1.3.1 from the date that the approval of the County Council is given to the submission referring to the entire Access Link Road Corridor no Access Link Road Section Submission shall be made and

1.3.2 Unless otherwise agreed not more than 60% of the Commercial Floorspace shall be occupied until the Access Link Road Corridor Works approved in accordance with this paragraph 1.3 have been completed

1.4 Upon completion of the Access Link Road Corridor Works to the satisfaction of the County Council to offer the Access Link Road Corridor for adoption to the County Council pursuant to an agreement with the County Council under section 38 of the Act of 1980 the Owner acknowledging that

- i) the Access Link Road Corridor may be adopted or dedicated in this manner and that
  - ii) the Owner may be required to make up and repair the Access Link Road Corridor and Access Link Road Corridor Works to the reasonable satisfaction of the County Council prior to such adoption or dedication and that
  - iii) the County Council may reasonably decline to accept the offer for adoption.
- 1.5 Upon completion of the Access Link Road SUDS Scheme to the satisfaction of the County Council to offer the Access Link Road SUDS Scheme for adoption to the County Council pursuant to an agreement with the County Council the Owner acknowledging that
- i) the Access Link Road SUDS Scheme may be adopted or dedicated in this manner and that
  - ii) the Owner may be required to make up and repair the Access Link Road SUDS Scheme to the reasonable satisfaction of the County Council prior to such adoption or dedication and that
  - iii) the County Council may reasonably decline to accept the offer for adoption

#### **Temporary Access to the Land**

- 1.6.1 that when the Owner submits any Reserved Matters Application to the Council in respect of any Reserved Matters Area which it is proposed in the said Reserved Matters Application shall include an area of Commercial Floorspace the Owner shall make a Temporary Access Submission in respect of the said area of Commercial Floorspace
- 1.6.2 that it shall not Commence Development of any area of Commercial Floorspace until the Temporary Access Submission for that area of Commercial Floorspace has been approved by the County Council
- 1.6.3 that it shall not Occupy the Development of a relevant Reserved Matters Area including an area of Commercial Floorspace until Temporary Access has been provided in accordance with the approved Temporary Access Submission for that Reserved Matters Area
- 1.6.4 The Temporary Access shall be retained for use by pedestrians and cyclists for the period of time and during such hours of each day as shall be set out in the Temporary Access Submission and until the completion of the Access Link Road, unless otherwise agreed in writing with the County Council

**PROVIDED THAT**

1.6.4.1 except as provided for by this Agreement no vehicular traffic shall be permitted to use the Temporary Access

1.6.4.2 the provision or use of the Temporary Access does not contravene any statutory or regulatory provision

1.6.5 the Temporary Access may be temporarily or periodically closed or obstructed by the Owner insofar as such closure or obstruction may be necessary expedient or desirable for the purpose of

1.6.5.1 security public safety or good order

1.6.5.2 repair maintenance renewal of the access or any fencing signage or other accessories to the access

1.6.5.3 facilitating the construction of the Development of any Reserved Matters Area in accordance with the construction programme

**PROVIDED THAT** if the Temporary Access is closed or obstructed by the Owner in accordance with this provision the Owner shall provide an alternative temporary access along a route to be determined at its absolute discretion

1.6.6 The Owner may use or permit to be used on the route of the temporary access any vehicles as may be required in connection with the repair or maintenance of the access way

1.6.7 **PROVIDED ALSO and EXCEPT** if the Owner fails to maintain or secure the Temporary Access in accordance with the approved details of the Temporary Access Submission that the County Council shall keep the Owner fully indemnified against all liabilities costs expenses damages and losses suffered or incurred by the Owner arising out of or in connection with any authorised or permitted use by members of the public of the Temporary Access other than any liabilities costs expenses damages or losses arising from the negligent act or omission of the Owner



## Schedule 5

### Development Management

The Owner covenants to the Council

#### Management of the Land

1.1 not to Commence the Development unless and until the Council has approved in writing the Owner's proposal for an entity to be responsible for the maintenance and management of the Common Parts including but not limited to the following features:

- (i) Open Space Areas and Landscaping
- (ii) Stream Buffers
- (iii) roads footpaths cycle ways parking areas forecourts courts and drives until such time as they are adopted by the County Council or the Council
- (iv) any other land that does not form part of either of the Open Space Areas or any area of Commercial Floorspace

such proposals to include full details of the proposed structure and voting rights of the entity (further referred to in this Agreement as the Management Company)

1.2.1 not to Commence the Development unless and until the Council has approved in writing the Owner's proposal for the maintenance and management of the Common Parts including but not limited to the following features:

- (i) Open Space Areas and Landscaping
- (ii) Stream Buffers
- (iii) unadopted roads footpaths cycle ways parking areas forecourts courts and drives
- (iv) any other part of the Development that does not form part of either of the Open Space Areas or any Commercial Floorspace and

1.2.2 the proposal details so approved by the Council in accordance with paragraph 1.2.1 shall be referred to as "the Management Plan"

1.3 not to Occupy any area of Commercial Floorspace Area 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

### **Management Company**

- 2.1 Not later than six months from Commencement of Development to supply to the Solicitor to the Council for written approval by the Council
- 2.1.1 a draft memorandum and articles of association for the Management Company and/or a draft of the transfer/lease for the purpose of managing maintaining and cleansing of the Common Parts; and
- 2.1.2 proposals for arrangements to secure the future maintenance of the Common Parts by the Management Company or such successor body/bodies charged with the managing maintenance and cleansing of the Common Parts (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 street lighting charges, cleaning and maintaining the Common Parts, shall be met (by occupiers of the Development or otherwise); and
- 2.1.3 proposals for arrangements to secure the future access for the public to the Open Space
- 2.1.4 proposals for the appointment employment and management by the Management Company of the Site Wide Travel Plan Co-ordinator
- 2.2 The Council covenants that it 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 1.1, 1.2 , and 2.1 of this Schedule within one month of receipt of such details
- 2.3 Immediately following the approval by the Council of the proposed memorandum and articles of association and/or the said transfer (which approval may include such reasonable modifications as the Council considers appropriate) the Owner shall take all necessary steps to secure the formation and registration of the Company at Companies House (taking into account any modifications required by the Council) and to notify the Council accordingly within seven days of the completion of the registration of the Company
- 2.4 The Owner shall repair and maintain the Common Parts to the reasonable satisfaction of the Council until such time as the Management Company is registered and the maintenance arrangements to be approved by the Council have been completed and the Common Parts have been transferred to the Management Company

- 2.5 It is agreed by the Owner and the Council that at any time prior to the expiry of twelve months from the Commencement of Development the Owner may submit to the Council for its written approval alternative proposals for the maintenance and upkeep of the Common Parts or any part thereof, and for the appointment employment and management of the Site Wide Travel Plan Co-ordinator and in relation to any such alternative arrangements the provisions of paragraphs 1.1, 1.2, 1.3 of this Schedule shall apply to the extent that the Owner shall remain responsible for the maintenance and upkeep of the Common Parts, and for appointment employment and management of the Site Wide Travel Plan Co-ordinator without prejudice to the generality of paragraph 2.4 above until such alternative arrangements (as approved by the Council) have been fully implemented.

### **Open Space**

- 3.1.1 The Open Space Works for the Development or any phase of the Development shall not be considered as being complete until such time as any period for the establishment of planting within the Open Space Areas after any landscaping planting or other Open Space Works have been completed as provided for by any planning conditions attached to the Planning Permission or otherwise agreed in writing between the parties has expired
- 3.1.2 The Owner shall from the date of completion of the Open Space Works for any phase of the Development including any period provided for in pursuance of paragraph 3.1.1 of this Schedule unless agreed in writing otherwise between the Owner and the Council that the public shall be excluded, make the Open Space Areas available for use for the purposes of public recreation by the Occupiers of the Commercial Floorspace and the public at large with the exception of the Access Link Road landscaping if adopted.
- 3.2 The Owner shall maintain the Open Space to the reasonable satisfaction of the Council in accordance with the Management Plan until such time as the Management Company is registered and the maintenance arrangements to be approved by the Council have been agreed and the Open Space and Common Parts have been transferred to the Management Company and all Commercial Floorspaces on the Land have been sold or leased.
- 3.3 Not more than two years following first Occupation of the last area of Commercial Floorspace to be developed the Owner shall transfer the Open Space Areas to the Management Company on the written direction of the Council at its absolute discretion and for consideration of not more than £1 (one pound)

## **Schedule 6**

### **Employment and Skills Plan**

1. The Owner covenants with the Council as follows:

1.1 Not more than 12 months after the date of this Deed unless otherwise agreed by the Owner and the Council in writing to submit to the Council for approval the Employment and Skills Master Plan which amongst other things shall make provision for arrangements setting out how the Owner and the Employers will work directly with local employment and or training agencies including but not limited to Jobcentre Plus and or the Learning and Skills Council and such other voluntary and private sector providers of employment and skills training and opportunities and Universities colleges of further education and sixth form colleges as shall be approved by the Council

1.2 Not to occupy any Reserved Matters Area unless a Reserved Matters Area Employment and Skills Plan for that Reserved Matters Area has been approved by the Council .

1.3 Each Reserved Matters Area Employment and Skills Plan shall specify the provision for training opportunities and other initiatives in respect of the vocational and employability education and skills required of the workforce engaged during the construction process and during Occupation by the Owner and the Employers in the relevant Reserved Matters Area and for the purpose of enabling members of the workforce to engage in new jobs and business opportunities created by the Owner and the Employers

1.4 To use reasonable endeavours to achieve the aims objectives and targets from time to time set out in the Employment and Skills Master Plan

1.5 To use reasonable endeavours to promote the objectives of the Reserved Matters Area Employment and Skills Plans

1.6 To use reasonable endeavours and to ensure that so far as is reasonably practicable the Employers comply with the requirements of the Reserved Matters Area Employment and Skills Plans in a manner to achieve the objectives of the Employment and Skills Master Plan and of the Reserved Matters Area Employment and Skills Plans to the satisfaction of the Council

## Schedule 7

The Owner covenants with the Council and the County Council as the case may be

### **1. Footpath between Hermitage Stream and Park Lane Bridleway number 123**

- 1.1 Not to Commence Development of any Reserved Matters Area to the north of the Access Link Road Corridor until the Owner has provided the design, specification, safety audit, timetable and route for approval by the Council of the Hermitage Stream and Park Lane Bridleway number 123 Footpath
- 1.2 Unless otherwise agreed in writing not to occupy more than 60% of Commercial Floorspace of the Development unless or until the works to provide the Hermitage Stream and Park Lane Bridleway number 123 footpath have been provided in accordance with the design, specification, safety audit, timetable and route approved by the Council under paragraph 1.1 of this Schedule above
- 1.3 to carry out the Hermitage Stream and Park Lane Bridleway number 123 Footpath works in a proper and workman like manner in accordance with the specifications submitted to the Council for its prior written approval in accordance with paragraph 1.2 of this Schedule above
- 1.4 The Owner shall from the date of Completion of the Hermitage Stream and Park Lane Bridleway number 123 Footpath works maintain the Hermitage Stream and Park Lane Bridleway number 123 Footpath and shall not use or permit or allow the use of the Hermitage Stream and Park Lane Bridleway number 123 Footpath for any purpose other than as a pedestrian footpath enabling the public to pass and re-pass without obstruction in perpetuity.

### **2. Pedestrian And Cycle Links To The South And East**

- 2.1 The Council Covenants with the Owner that not later than the first day of January 2027 it shall call upon the Owner in writing to provide sufficient land including any bridging points for the provision of the Pedestrian And Cycle Links To The South And East
- 2.2 The Owner Covenants not carry out any works or uses within the Land which would prevent the provision of the Pedestrian And Cycle Links To The South And East by the Council
- 2.3 Following the Council's request made in accordance with paragraph 2.1 of this Schedule for the owner to transfer the land for the provision of the Pedestrian And Cycle Links To The South And East the Owner shall allow upon reasonable notice being given by the Council or the County Council without let or hindrance the Council or the County Council or their contractors access to

the Land at all reasonable times for all works in association with the provision of the Pedestrian And Cycle Links To The South And East

- 2.4 Following the provision of the Pedestrian And Cycle Links To The South And East the Owner shall allow upon reasonable notice being given by the Council or the County Council without let or hindrance the Council or the County Council or their contractors access to the Land at all reasonable times for any maintenance of the Pedestrian And Cycle Links To The South And East
- 2.5 The Council shall from the date of works for Completion of the Pedestrian And Cycle Links To The South And East not use or permit or allow the use of the Pedestrian And Cycle Links To The South And East for any purpose other than as a pedestrian footpath and cycle way enabling the public to pass and re-pass without obstruction in perpetuity and shall ensure that the pedestrian footpath and cycleway provided in accordance with this obligation shall be maintained and kept in a condition safe for use by the public at large.
- 2.6 Should the Council or the County Council propose the Pedestrian And Cycle Links To The South And East be dedicated as a definitive public right of way under the Highways Act 1980 or any successor legislation the Owner covenants to support such dedication.

### **3. A3M Link Footpath**

The Owner covenants

- 3.1 to provide the A3M Link Footpath/Cycleway in accordance with the design and specification, which shall first be submitted to and approved in writing by the Council, not later than the earliest of one of the following;
  - 3.3.1 construction of the A3(M) Crossing Works; or
  - 3.3.2 Occupation of 60% of the Commercial Floorspace; or
  - 3.3.3 payment of the sum of monies should they fall due under paragraph 1.1.6 of Schedule 4
- 3.2 Not do anything to prevent the provision of A3(M) Link Footpath/Cycleway nor anything to prevent any connection with the A3(M) Crossing and the Access Link Road Corridor
- 3.3 to carry out the works for provision of the A3(M) Link Footpath/Cycle in a proper and workman like manner in accordance with the specifications submitted to the Council for its prior written approval in accordance with paragraph 3.1 above
- 3.4 The Owner shall from the date of Completion of the A3(M) Link Footpath/Cycleway works maintain the A3M Link Footpath and not use or

permit or allow the use of the A3(M) Link Footpath for any purpose other than as a pedestrian route or cycleway enabling the public to pass and re-pass without obstruction in perpetuity.

- 3.5 Not do anything to prevent any connection of the A3(M) Link Footpath/Cycleway with the A3(M) Crossing and Access Road Corridor should these be provided at any time after provision of the A3(M) Link Footpath/Cycleway



## **Schedule 8**

### **ASDA Roundabout Mitigation Land**

1. The Owner will work with the County Council to enable the County Council to undertake the Mitigation Measures on the Mitigation Land
- 1.1 PROVIDED that the ASDA Roundabout Contribution shall be reduced by such sum as is equivalent to the costs incurred by the Owner in providing the Mitigation Land including any reasonable legal costs and costs of legal proceedings any compensatory payments and any expenses incurred in securing termination of any third party equitable or legal interest in the land and
- 1.2 FURTHER PROVIDED that if the Mitigation Land has not been made available by such time as all other pre-commencement conditions or requirements in the Planning Permission or in this Agreement have been satisfied the Council and the County Council agree that Development may Commence and be completed and that any part of the Development may be occupied when so completed without let or hindrance

## **Schedule 9**

### **Plans and Drawings**

1. Drawing number HW1852/4354 marked the "Potential Pedestrian Route" and dated 15 January 2014 which is referred to in the definition of the A3(M) Crossing (Clause 2.1).
2. Drawing number HW1852/4354 marked "A3(M) Link Footpath" and dated 11<sup>th</sup> February 2014 which is referred to in the definition of the A3(M) Link Footpath/Cycleway (Clause 2.3)
3. Drawing marked "Access Link Road Corridor Plan 4.5" which is referred to in the definition of the Access Link Road Corridor (Clause 2.4) and of the Access Link Road Corridor Works (Clause 2.5 (i) )
4. Drawing number 5099849/TP/GA/104C which is referred to in the definition of the Access Link Road Corridor bus gate works (Clause 2.5(ii))
5. Drawing number 5113005/TP/PD/004 Rev E which is referred to in the definition of the ASDA Roundabout improvement works (Clause 2.12) and in the definition of the ASDA Roundabout Land (Clause 2.13)
6. Figure 1.4 dated 18 February 2014 which is referred to in the definition of the Footpath between Hermitage Stream and Park Lane Bridleway number 123 (Clause 2.25)
7. Drawing Number 5099849/TP/GA/101 Rev C which is referred to in the definition of the Hulbert Road Highway Works (Clause 2.31)
8. Figure 1.2 dated 18 February 2014 which is referred to in the definition of the Land (Clause 2.34) and of the Blue Land (Clause 2.14)
9. Drawing number 285358AH-HHL-SK013 Rev A which is referred to in the definition of the Mitigation Land (Clause 2.37)
10. Plan 1.5 dated 18 February 2014 which is referred to in the definition of the Pedestrian and Cycle Links to the South and East (Clause 2.42)



# THEORY

The theory of the present experiment is based on the fact that the rate of reaction between a substance and a reagent is proportional to the concentration of the substance.

The rate of reaction is measured by the time taken for a certain amount of the substance to react with a reagent. This is known as the "time of reaction".

The rate of reaction is also measured by the volume of gas evolved in a certain time. This is known as the "volume of gas evolved".

The rate of reaction is also measured by the change in color of a substance. This is known as the "change in color".

The rate of reaction is also measured by the change in pH of a solution. This is known as the "change in pH".

The rate of reaction is also measured by the change in conductivity of a solution. This is known as the "change in conductivity".

The rate of reaction is also measured by the change in refractive index of a solution. This is known as the "change in refractive index".

The rate of reaction is also measured by the change in viscosity of a solution. This is known as the "change in viscosity".

The rate of reaction is also measured by the change in density of a solution. This is known as the "change in density".

The rate of reaction is also measured by the change in surface tension of a solution. This is known as the "change in surface tension".



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Duthurst Wood

Existing 2.3 - 2.5m wide  
footpath to be redesignated  
as footway/cycleway

Bridge over Hermitage Stream to  
be replaced to cater for cyclists

Existing path through woodland  
to be improved and extended

circa 40 trees to  
remove/trim

circa 40 trees to  
remove/trim

path gradient not  
to exceed 1 in 20

path gradient not  
to exceed 1 in 20



raise/adapt sign  
to increase  
driver visibility

path gradient not  
to exceed 1 in 20

Uncontrolled  
crossing

Land ownership  
boundary

path gradient not  
to exceed 1 in 20

Path through woodland  
and around hermitage  
stream headwall

Steps  
Pedestrian  
barrier

circa 45 trees to  
remove/trim

circa 34 trees to  
remove/trim



Land ownership  
boundary

NOTE: All dimensions to be checked on site prior to  
commencement of any work  
DO NOT SCALE FROM THIS DRAWING  
Notify C.A. of any discrepancies before ordering materials

#### Notes

- 1) Dimensions are in millimetres unless  
stated otherwise and must be checked  
with site engineer prior to construction.
- 2) Levels are shown in metres.
- 3) The shared path meets the required  
gradient of 1 in 20 throughout.
- 4) The path is to be constructed to the  
specifications shown in attached drawing  
SD/1100/07.
- 5) No work is to be carried out until  
existing and new sign posts have been  
checked by a structural engineer.
- 6) when safe, signs are to be erected as  
per manufacturer instructions.

#### Key

- y distance at 40mph
- y distance at 50mph
- Path widths
- Buff coloured blister paving
- Levels
- Trees to remove for 50mph visibility
- Trees to remove for 40mph visibility
- Bush to remove for 50mph visibility

#### Sign schedule

- Existing signs:
- S1 = sign 616 "No entry"
  - S2 = sign 2931 "end of motorway"
  - S3 = motorway and junction number
  - S4 = sign 2913 "roundabout ahead"
  - S5 = sign 2910 "route number"
  - S6 = blank sign face
  - S7 = sign 515 "sharp deviation of route"
  - S8 = sign 616 "traffic must follow arrow"
  - S9 = sign 666 "end of controlled parking"
  - S10 = sign 515.A "sharp deviation"
  - S11 = sign 602 "give way"
  - S12 = sign 2901 "start of motorway"
  - S13 = sign 2902 "direction of motorway"
  - S14 = sign 2125 "directional sign"
  - S15 = sign 512 "bend ahead"
  - S16 = bollard
  - S17 = sign 521 "two way traffic"
  - S18 = sign 665 "controlled parking"

- New signs:
- NS1 = sign 956 "shared use"
  - NS2 = sign 966 "cyclists dismount"

- Signs to relocate:
- RS12 = relocate S12
  - RS13 = relocate S13
  - RS14 = relocate S14

Dunsbury Hill Farm

The A3 M Link Footpath

|                                   |                   |
|-----------------------------------|-------------------|
| 11/2/14                           | Scale 1:500 at A0 |
| Portsmouth<br>CITY COUNCIL        |                   |
| TRANSPORT AND ENVIRONMENT SERVICE |                   |
| HEAD OF TRANSPORT AND ENVIRONMENT |                   |
| SIMON MOON 0123 9283 4995         |                   |
| Fax 0123 9283 4966                |                   |
| SE/EB                             | ES                |
| SE                                | SE                |
| HWI852/4354                       |                   |
| SURVEY                            | DESIGN            |
| FEASIBILITY                       | TECHNICAL         |
| APPROVAL                          | ASBURY            |
| APPROVAL                          | A.L.              |





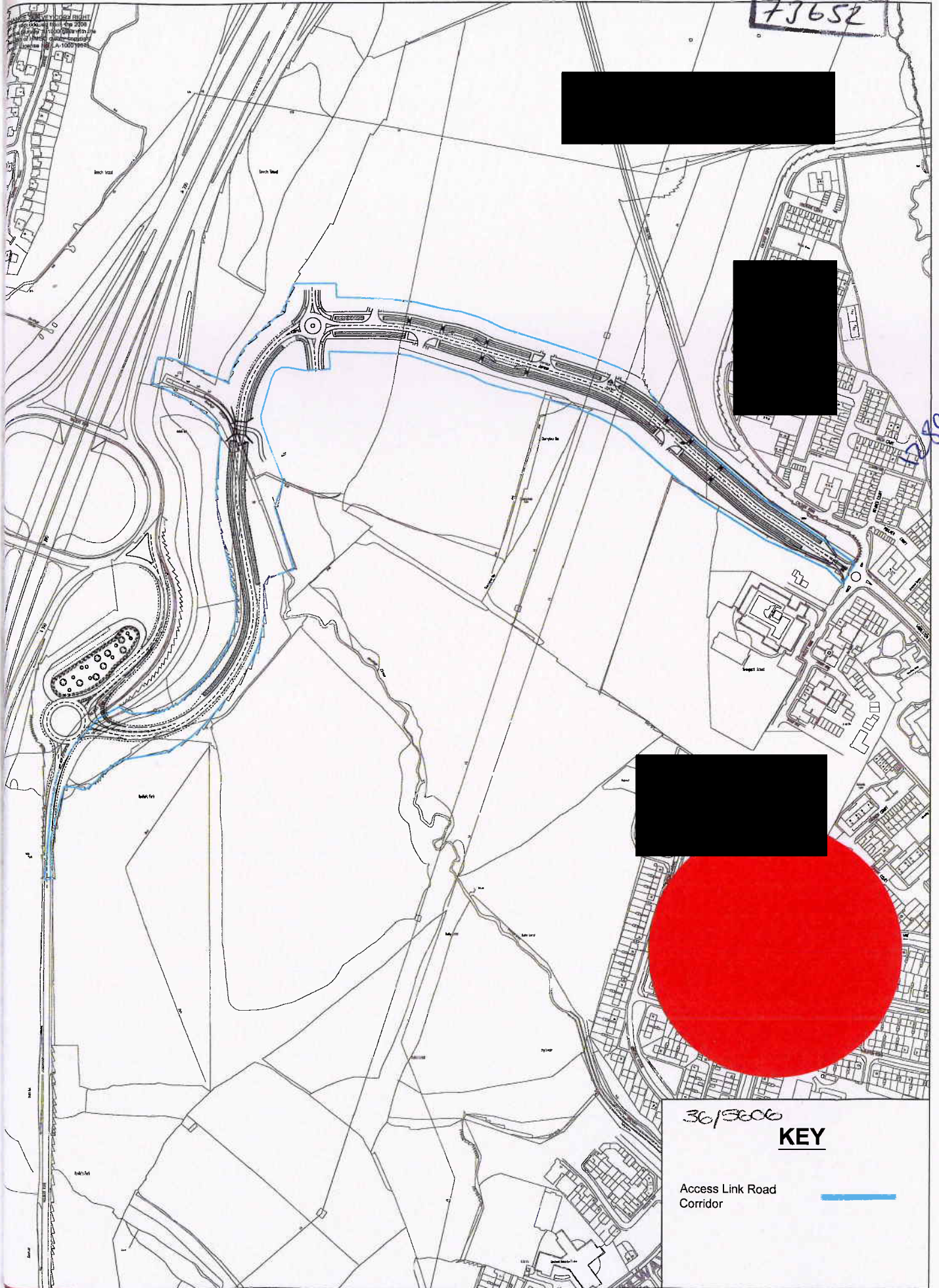






SEAL REGISTRY NO.

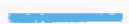
73652



36/5606

# KEY

Access Link Road  
Corridor



NOTE:  
Drawings to be checked on  
site for commencement of  
any work.  
NOT SCALE FROM THIS  
DRAWING -  
Supply C.A. of any  
materials before ordering  
materials.

| Rev | Date | Revised/Details (if needed by) |
|-----|------|--------------------------------|
|     |      |                                |
|     |      |                                |
|     |      |                                |

| Drawing No. | Revision No. | Drawing Title |
|-------------|--------------|---------------|
|             |              |               |
|             |              |               |
|             |              |               |

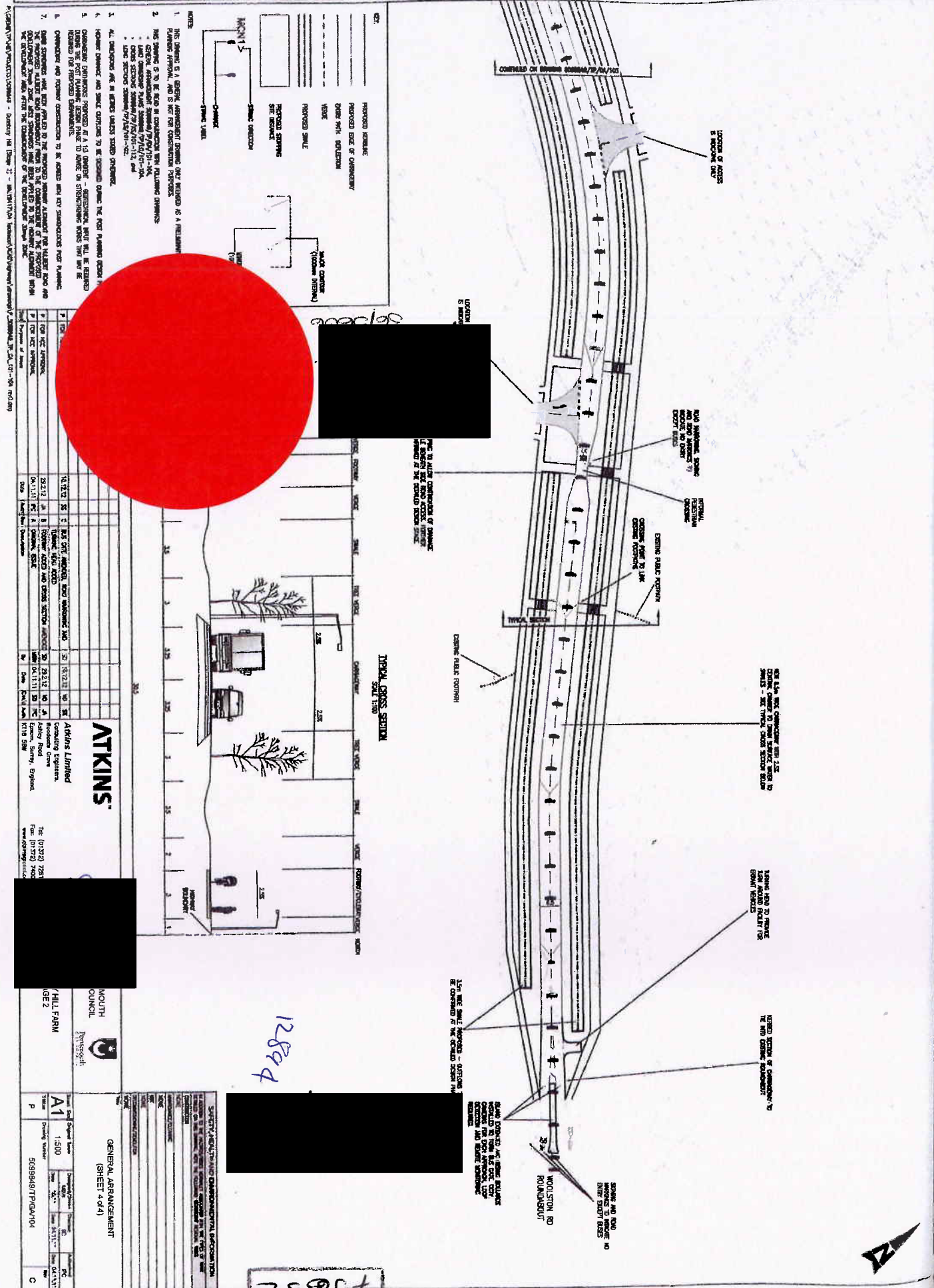
| Author | Design | Checker | Validator |  |
|--------|--------|---------|-----------|--|
|        |        |         |           |  |
|        |        |         |           |  |
|        |        |         |           |  |

Dunsbury Hill Farm  
Access Link Road Corridor  
Plan 4.5

**Portsmouth**  
CITY COUNCIL  
TRANSPORT AND ENVIRONMENT SERVICE  
HEAD OF TRANSPORT AND ENVIRONMENT  
SAMON MOON BSC MRA MBT  
Tel: 023 9263 4955  
Fax: 023 9263 4966













KEY:

PROPOSED RAISED JUNCTION

PROPOSED RED SURFACE TREATMENT

|      |                  |          |      |     |                                  |     |          |       |      |
|------|------------------|----------|------|-----|----------------------------------|-----|----------|-------|------|
| P    | FOR INFORMATION  | 04.02.13 | SS   | D   | REALIGNED PURBROOK WAY EAST KERB | SD  | 04.02.13 | JM    | SS   |
| P    | FOR INFORMATION  | 15.01.13 | SS   | C   | PROPOSED SIGN RELOCATION         | MBW | 15.01.13 | JM    | SS   |
| P    | FOR INFORMATION  | 11.01.13 | SS   | B   | MINOR JUNCTION AMENDMENTS        | MBW | 11.01.13 | JM    | SS   |
| P    | FOR INFORMATION  | -        | -    | A   | ORIGINAL ISSUE                   | PS  | 08.01.13 | JM    | -    |
| Stat | Purpose of Issue | Date     | Auth | Rev | Description                      | By  | Date     | CHK'd | Auth |

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Woodcote Grove  
Ashley Road  
Epsom, Surrey, England,  
KT18 5BW

Tel: (01372) 726140  
Fax: (01372) 740055  
www.atkinsglobal.com

Client

Hampshire  
County Council

Project

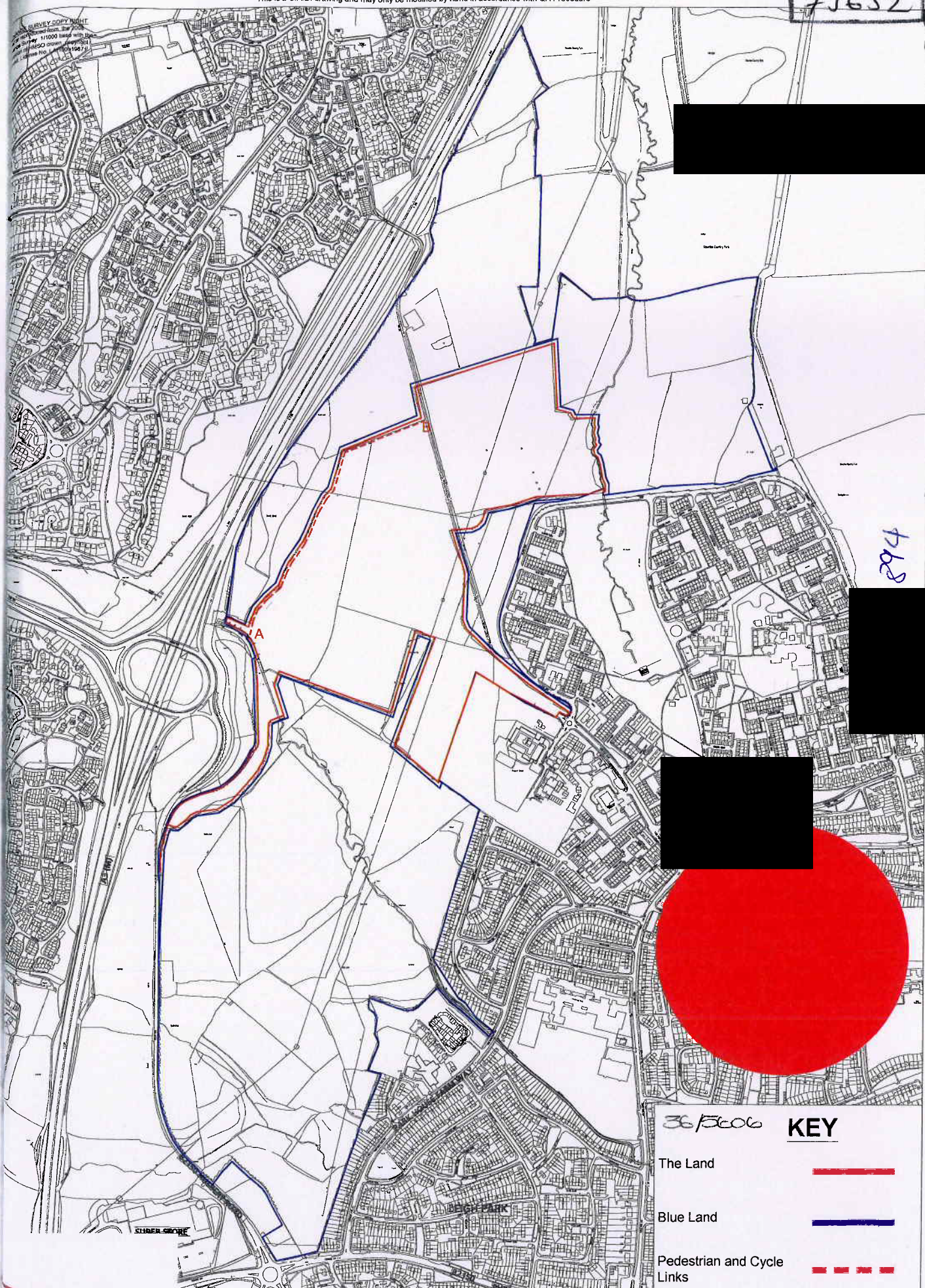
ASDA ROUNDABOUT LAND

PROPOSED LAYOUT  
PREFERRED OPTION  
PRELIMINARY DESIGN

|            |                   |                           |               |                  |
|------------|-------------------|---------------------------|---------------|------------------|
| Sheet Size | Original Scale    | Designed/Drawn<br>SD / PS | Checked<br>JM | Authorised<br>SS |
| A2         | 1:1250            | Date 11 12                | Date 08.01.13 | Date 11.01.13    |
| Status     | Drawing Number    | Rev                       |               |                  |
| P          | 5113005/TP/PD/004 |                           |               |                  |







36/5006 **KEY**

- The Land ———
- Blue Land ———
- Pedestrian and Cycle Links - - - - -

Figure 1.4

Dunsbury Hill Farm  
Footpath between Hermitage  
Stream and Park Lane  
Bridelway Number 123



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NOTE:  
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any work  
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DRAWING  
ONLY C.A. of any  
work before ordering  
materials.

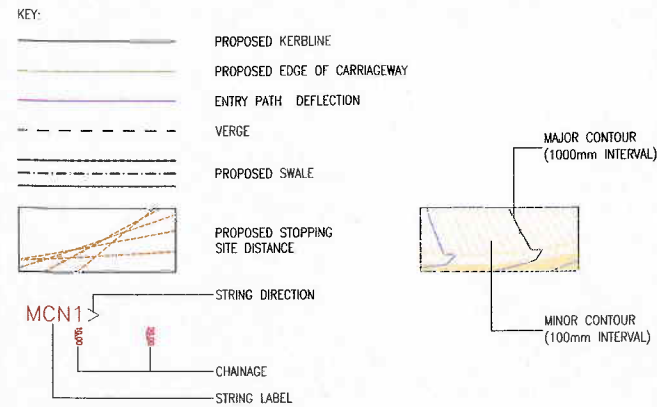
|          |             |    |         |      |             |    |         |
|----------|-------------|----|---------|------|-------------|----|---------|
| DATE     | DESCRIPTION | BY | CHECKED | DATE | DESCRIPTION | BY | CHECKED |
| 18/02/14 | DESIGN      | AL | *       |      |             |    |         |
|          | FEASIBILITY |    |         |      |             |    |         |
|          | CONTRACT    |    |         |      |             |    |         |

|          |             |    |         |
|----------|-------------|----|---------|
| DATE     | DESCRIPTION | BY | CHECKED |
| 18/02/14 | DESIGN      | AL | *       |
|          | FEASIBILITY |    |         |
|          | CONTRACT    |    |         |

|          |             |    |         |
|----------|-------------|----|---------|
| DATE     | DESCRIPTION | BY | CHECKED |
| 18/02/14 | DESIGN      | AL | *       |
|          | FEASIBILITY |    |         |
|          | CONTRACT    |    |         |







- NOTES:
- THIS DRAWING IS A GENERAL ARRANGEMENT DRAWING ONLY INTENDED AS A PRELIMINARY DESIGN FOR PLANNING APPROVAL, AND IS NOT FOR CONSTRUCTION PURPOSES.
  - THIS DRAWING IS TO BE READ IN CONJUNCTION WITH FOLLOWING DRAWINGS:
    - GENERAL ARRANGEMENT 5099849/TP/GA/101-104,
    - LAND OWNERSHIP PLANS 5099849/TP/LO/101-104,
    - CROSS SECTIONS 5099849/TP/XS/101-112, and
    - LONG SECTIONS 5099849/TP/LS/101-102.
  - ALL DIMENSIONS ARE IN METRES UNLESS STATED OTHERWISE.
  - HIGHWAY DRAINAGE AND SWALE OUTFLOWS TO BE DESIGNED DURING THE POST PLANNING DESIGN PHASES.
  - CARRIAGEWAY EARTHWORKS PROPOSED AT A 1:3 GRADIENT - GEOTECHNICAL INPUT WILL BE REQUIRED DURING THE POST PLANNING DESIGN PHASE TO ADVISE ON STRENGTHENING WORKS THAT MAY BE REQUIRED FOR PROPOSED EMBANKMENTS.
  - CARRIAGEWAY AND FOOTWAY CONSTRUCTION TO BE AGREED WITH KEY STAKEHOLDERS POST PLANNING.
  - DMRB STANDARDS HAVE BEEN APPLIED TO THE PROPOSED HIGHWAY ALIGNMENT FOR HULBERT ROAD AND THE PROPOSED HULBERT ROAD ROUNDABOUT PRIOR TO THE COMMENCEMENT OF THE PROPOSED DEVELOPMENT 30mph ZONE. MIS2 STANDARDS HAVE BEEN APPLIED TO THE HIGHWAY ALIGNMENT WITHIN THE DEVELOPMENT AREA AFTER THE COMMENCEMENT OF THE DEVELOPMENT 30mph ZONE.

HULBERT ROAD RE-ALIGNED TO PROVIDE ALIGNMENT INTO THE PROPOSED ROUNDABOUT WHICH ALLOWS AN SSD OF 160m WITHIN THE NORTHBOUND TRAFFIC LANE (HCC REQUIREMENT)

EASTERN CHANNEL LINE AND VERGE DESIGNED TO TIE INTO EXISTING HULBERT ROAD LEVELS AND RE-ALIGNED CHANNEL TO INTERFACE WITH EXISTING LEVELS VIA A 1:3 EMBANKMENT

PROPOSED COMMENCEMENT OF DEVELOPMENT 30mph ZONE (SEE NOTE 7)

EARTHWORKS REQUIRED FOR VERTICAL ALIGNMENT BETWEEN THE PROPOSED DEVELOPMENT LINK ROAD AND THE LEVEL OF THE PROPOSED ROUNDABOUT, 1:3 EMBANKMENTS PROPOSED TO INTERFACE VERGE WITH EXISTING GROUND LEVELS.

2.5% SUPERELEVATION PROPOSED FOR CURVES

20m LONG, 3.5m WIDE DECELERATION LANE  
DEDICATED LEFT TURN FACILITY

EXISTING VEGETATION RETAINED & ADDED TO IF NECESSARY  
HULBERT ROAD RE-ALIGNED FROM A3(M) JUNCTION CYRATORY TO ALIGN WITH PROPOSED HULBERT ROAD ROUNDABOUT LOCATION

EXISTING 5%-6% SUPERELEVATION CONTINUED FROM EXISTING HULBERT ROAD EXIT FROM CYRATORY, THROUGH CURVED ALIGNMENT TO PROPOSED ROUNDABOUT.

2x70m LENGTHS OF PARKING AREA TO REPLACE 80-85m OF EXISTING LAY-BYS

VEGETATION TO BE PRUNED AS NECESSARY TO IMPROVE ON CIRCULATORY CARRIAGEWAY THE RIGHT FROM HULBERT RD

SEAL REGISTRY No  
73652

CONTINUED ON DRAWING 5099849/TP/

AND ENVIRONMENTAL INFORMATION

| RESIDUAL RISKS |                      |      |                            |
|----------------|----------------------|------|----------------------------|
| Construction   | Maintenance/Cleaning | Use  | Decommissioning/Demolition |
| NONE           | NONE                 | NONE | NONE                       |

GENERAL ARRANGEMENT  
(SHEET 1 of 4)

| Sheet Size | Original Scale    | Designed/Drawn | Checked  | Authorised |
|------------|-------------------|----------------|----------|------------|
| A1         | 1:500             | MBW            | SD       | IPC        |
| Status     | Drawing Number    | Date           | Date     | Date       |
| P          | 5099849/TP/GA/101 | 10.11          | 04.11.11 | 04.11.11   |
| Rev        |                   |                |          |            |
|            |                   |                |          | C          |

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| Consulting Engineers,<br>Woodcote Grove<br>Ashley Road<br>Epsom, Surrey, England,<br>KT18 5BW |                  |          |      |     |                                         |     |          |       |      |
| Tel: (01372) 726140<br>Fax: (01372) 740055<br>www.atkinsglobal.com                            |                  |          |      |     |                                         |     |          |       |      |
| Stat                                                                                          | Purpose of Issue | Date     | Auth | Rev | Description                             | By  | Date     | Chk'd | Auth |
| P                                                                                             | FOR HCC APPROVAL | 16.3.12  | JA   | C   | NOSING ON ENTRY TO LAY-BY AREA EXTENDED | SD  | 16.3.12  | ND    | JA   |
| P                                                                                             | FOR HCC APPROVAL | 29.2.12  | JA   | B   | EXIT FROM DEDICATED LEFT AMENDED        | SD  | 29.2.12  | ND    | JA   |
| P                                                                                             | FOR HCC APPROVAL | 04.11.11 | IPC  | A   | ORIGINAL ISSUE                          | MBW | 04.11.11 | SD    | IPC  |

| Client  | PORTSMOUTH CITY COUNCIL      |
|---------|------------------------------|
| Project | DUNSBUY HILL FARM<br>STAGE 2 |



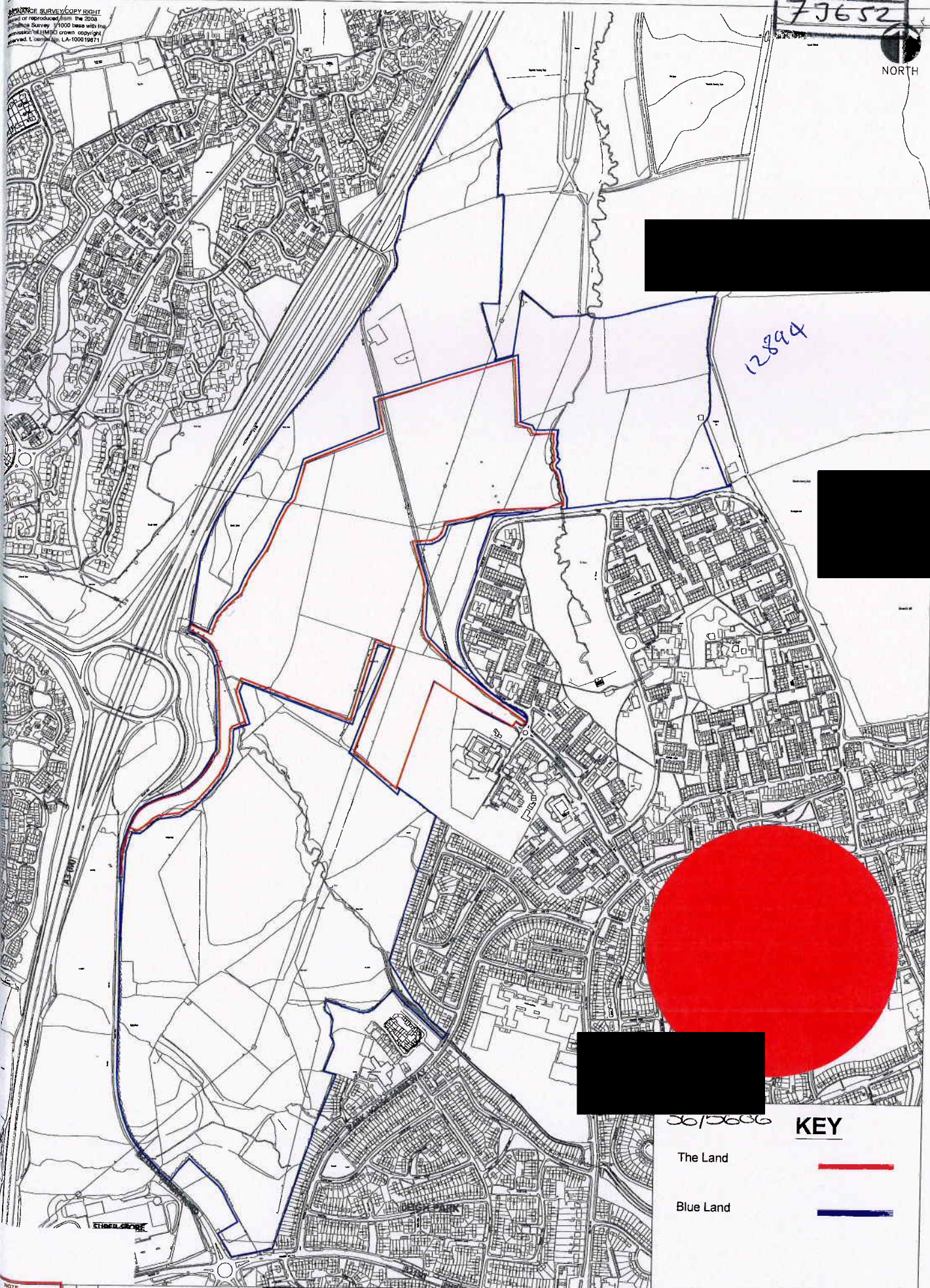


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NORTH

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**KEY**

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- Blue Land —

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 DRAWING  
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 Plans before ordering  
 materials

|             |            |          |                                                                               |
|-------------|------------|----------|-------------------------------------------------------------------------------|
| Drawn By    | Checked By | Project  | Dunsbury Hill Farm<br>The Planning Application<br>Site Boundary<br>Figure 1.2 |
| Survey      | Design     | Working  |                                                                               |
| Feasibility | Tender     | Design   |                                                                               |
| Information | Contract   | Second   |                                                                               |
|             |            | Drawings |                                                                               |
| Date        | 18/02/14   | Scale    | NTS                                                                           |
| Author      | EB         | Checker  |                                                                               |



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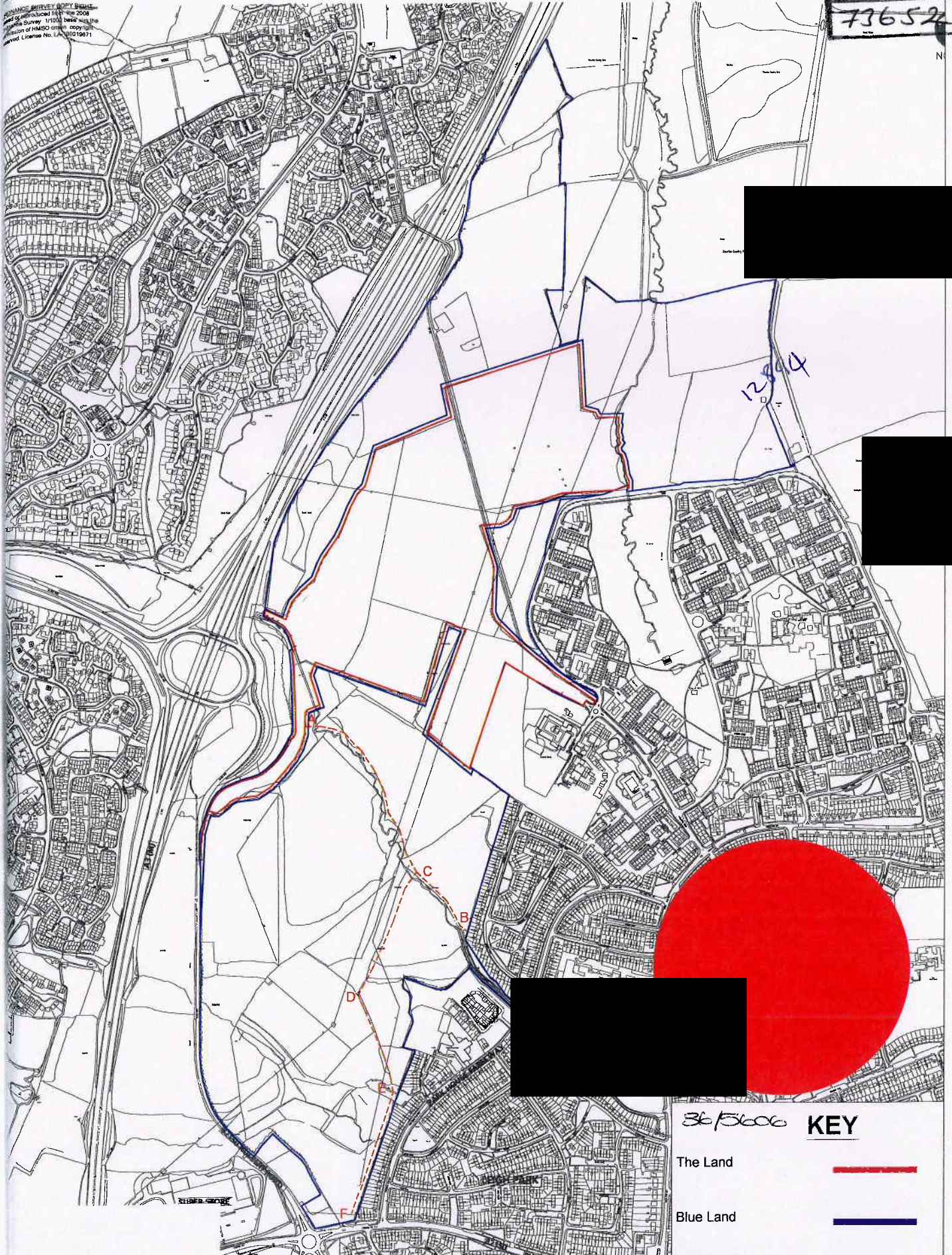






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36/5606 **KEY**

- The Land —————
- Blue Land —————
- Pedestrian and Cycle Links - - - - -

Dunsbury Hill Farm  
Pedestrian and Cycle links to  
The South and East  
Plan 1.5



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materials

| Drawn by    | Checked by    | Drawn date | Checked date |
|-------------|---------------|------------|--------------|
| SURVEY      | DESIGN        | 18/02/14   |              |
| FEASIBILITY | TENDER        |            |              |
| CONTRACT    | A.L.          |            |              |
| Approved by | Authorised by | Date       | Scale        |
|             |               | 18/02/14   | NTS          |

| Project                                                                               | Drawn by | Checked by |
|---------------------------------------------------------------------------------------|----------|------------|
| Dunsbury Hill Farm<br>Pedestrian and Cycle links to<br>The South and East<br>Plan 1.5 | EB       |            |



