

Application No. APP/23/01062

Site Address: Unit 502, Dunsbury Park, Brooklime Way, Havant, PO9 4FF

Proposed Development: Re-fit existing unit as a vehicle service workshop; new external vehicle wash bay and container within existing compound; provision of air intake and extract grills and exhaust extracts on west, east and south elevations.

There is an existing S106 dated 19/02/2014 for this site, modified by two deed of variations, 01/10/2015 and 10/12/2018. If this proposed development affects these agreements a further deed of variation will be required.

Please note: Schedule 6 of the S106 requires an Employment and Skills plan for each unit before occupation can take place, please refer to the extract from the S106 below. Schedule 3 requires a Travel Plan before occupation, this is monitored directly by Hampshire County Council.

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 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

Due to the expiry of the Outline Permission APP/12/00388 a new S106 may be required as part of this application, Heads of Terms should include Employment and Skill plans, Travel Plans, Councils monitoring fees* along with any others arising out of consultee responses

*The sums charged will be increased and apply to S106 agreements drafted after 31/3/24:

- £988 per non-financial head of term (outside the scope of VAT)
- 5% of cost per Havant Borough Council financial head of term (outside the scope of VAT)

Monitoring fees will no longer be capped. This contribution is indexed in accordance with the CPI.

SEE THE HBC DEVELOPER CONTRIBUTIONS GUIDE FOR ADDITIONAL INFORMATION:

Latest version accessible from: <https://www.havant.gov.uk/community-infrastructure-levy>