

DATED 30th March **2022**

(1) HAVANT BOROUGH COUNCIL

and

(2) BDW TRADING LIMITED

**Licence to Carry Out Works
relating to land at Sinah Lane, Hayling Island**



**8 Kew Bridge Piazza
8 Kew Bridge Road
London
TW8 0FJ**

**Tel: +44 (0)20 3861 3400
Email: enquiries@sjslaw.co.uk**

THIS LICENCE is dated

30th March

2022

Parties

1. **HAVANT BOROUGH COUNCIL** of Public Service Plaza Civic Centre Road Havant PO9 2AX (**Council**); and
2. **BDW TRADING LIMITED** incorporated and registered in England and Wales with company number 03018173 whose registered office is at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF (**Developer**).

BACKGROUND

- (A) Capitalised words used in this section have the meaning given in clause 1, save for any capitalised references to legislation.
- (B) For the purposes of the Town and Country Planning Act 1990, the Council is the local planning authority for the area within which the Land is situated.
- (C) On 28 June 2021 the Council (1), Hampshire County Council (2), Hayling Island Builders Limited (3), the Developer (4) and The Royal Society For The Protection Of Birds (5) entered into an agreement under Section 106 of the Town and Country Planning Act 1990 in relation to the Land ("the S106 Agreement").
- (D) The Council owns the southern part of the Billy Trail under title number SH28150.
- (E) The Billy Trail is not on the definitive map as a public right of way footpath/cycle route and only permissive rights exist over the footpath/cycle route.
- (F) Pursuant to the provisions of the S106 Agreement the Developer is required to enter into an agreement with the Council in respect of the works to create the Billy Trail South Connection.
- (G) The parties are therefore entering this licence to give effect to such agreement.
- (H) The party described as "the Council of the Borough of Havant" in the S106 Agreement is the same party described as "Havant Borough Council" in this licence.
- (I) The Appendices form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the appendices.

AGREED TERMS

1. Interpretation

The definitions in this clause apply in this licence.

Billy Trail: the permissive footpath/cycle route that travels along the Billy Trail South Furniss Way North to Langstone Road, which is in Hayling Island.

Billy Trail South Connection: the construction of approximately 1 metre permissive footpath/cycle route connection at point C on drawing N81:2517 PL-06 Rev P 10 that connects the Land to the southern part of the Billy Trail attached at Appendix 2 to this licence.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or government department, or any other body exercising powers under statute or by royal charter or any court of law or any of their duly authorised officers.

Contractor: the contractor or contractors appointed by the Developer (whom shall be a reputable contractor or contractors) in connection with the carrying out of the Works and shall be deemed to include any sub-contractors.

Council's Adjoining Land: the freehold property known as Hayling Billy Business Centre, Furniss Way, Hayling Island, Havant PO11 0ED registered at the Land Registry with title number SH28150.

Land: the freehold property known as land at Sinah Lane and shown edged red on the site location plan attached at Appendix 1 to this licence with drawing number PL-01 dated June 2018 and registered at the Land Registry with title numbers HP38369, HP16365 and HP12737.

Licence Period: the period from and including the date of this licence and (unless terminated on an earlier date under clause 5) ending on 30th June 2023 (being the date falling 15 months after the date of this licence).

Requisite Consents: all permissions, consents, approvals, licences, certificates, authorisations, notifications, issued exemptions and permits (whether of a public or private nature) as may be necessary lawfully and/or required by a Competent Authority to carry out the Works.

Statutory Requirements: the requirements of any Competent Authority or Act of Parliament or any statutory instrument or any byelaw with regard to any aspect of the Works.

Works: the works to create the Billy Trail South Connection as more particularly described in the diagram attached at Appendix 3 to this licence.

2. Licence to carry out the Works

- 2.1. This licence is in the form of a deed. This licence does not confer any easements or any other permanent rights on the Developer.
- 2.2. In consideration of the Developer's obligations in this licence, the Council grants to the Developer permission for the Developer and the Contractor to access the Council's Adjoining Land to carry out the Works during the Licence Period.
- 2.3. This licence is personal to the Developer and may not be assigned.
- 2.4. The parties acknowledge that this licence is intended to permit access solely for the purposes of allowing the Developer and the Contractor to carry out the Works. Nothing in this licence is intended to create a tenancy and at the end of the Licence Period the Developer will have no right to remain on the Council's Adjoining Land and the Developer must ensure that at such point the Developer vacates it immediately and procures that any Contractor does the same.

3. Developer's obligations

- 3.1. The Developer agrees with the Council that the Developer will (and will procure that the Contractor will):
 - 3.1.1. before commencing the Works:
 - 3.1.1.1. obtain all Requisite Consents; and
 - 3.1.1.2. give the Council not less than 3 days' prior written notice of the date of commencement of the Works;
 - 3.1.2. carry out and complete the Works in accordance with:
 - 3.1.2.1. all Requisite Consents;

- 3.1.2.2. the Statutory Requirements;
 - 3.1.2.3. any reasonable and proper regulations prescribed by the Council; and
 - 3.1.2.4. the degree of skill, care and diligence as is reasonably to be expected of skilled, competent and properly qualified professional persons experienced in undertaking works on projects of a similar size, scope and complexity as the Works; and
- 3.1.3. ensure that:
- 3.1.3.1. the Works are carried out in a manner that shall cause the minimum amount of nuisance, damage, interference, disturbance, annoyance or inconvenience to the Council or to any of its tenants or licensees in the Council's Adjoining Land or to any land neighbouring the Council's Adjoining Land as is reasonably practicable;
 - 3.1.3.2. any damage caused to the Council's Adjoining Land arising out of or resulting from the carrying out of the Works is made good to the reasonable satisfaction of the Council; and
 - 3.1.3.3. it shall not obstruct the Council from viewing and inspecting the Works from time to time whilst they are being carried out, subject to the Council complying with the following provisions:
 - a) the Council shall comply with all reasonable health and safety regulations prescribed by the Developer and/or the Contractor; and
 - b) the Council shall not hinder, interfere with or cause any delay to the carrying out of the Works; and
 - c) the Council shall not give or attempt to give instructions or make representations to any contractor or any consultant or other person;
- 3.1.4. maintains appropriate policies of insurance (including without limitation public liability insurance with a minimum level of cover of £5,000,000 (five million pounds) per claim) to cover throughout the Licence Period any damage caused to the Council's Adjoining Land and the risk of damage or injury to any person or property occasioned by the exercise of the rights conferred by this licence and to produce within 7 days of demand a copy of any policy or policies to the Council;
- 3.1.5. carry out and complete the Works to the reasonable satisfaction of the Council; and
- 3.1.6. as soon as practicable following completion of the Works promptly notify the Council following completion of the Works, so that the Council may inspect the Works with a view to confirming that such works have been completed.

4. Developer's indemnity

The Developer must indemnify and keep the Council indemnified against all liability actions, costs claims, demands, expenses, losses and damages arising directly or indirectly from any breach of the Developer's obligations under this licence.

5. Termination

5.1. This licence automatically terminates at the end of the Licence Period.

5.2. If at any time before the end of the Licence Period the Developer or the Contractor commits any material breach of the Developer's obligations under this licence which has not been remedied at the expiry of a reasonable period (of not less than 14 days or, in the case of emergency, such shorter period as is reasonable in all the circumstances) as notified to the Developer by the Council requiring such breach to be remedied then the Council may at any time thereafter (and only then if the material breach subsists) serve written notice on the Developer to terminate this licence whereupon this licence shall immediately determine and cease to have effect.

5.3. Termination of this licence shall not affect the rights of either party in connection with any breach by the other party of its obligations under this licence which existed at or before the date of termination.

6. Service of notices

The provisions relating to service of notices contained in the S106 Agreement shall apply mutatis mutandis to this licence.

7. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this licence may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

8. Council's Capacity and Powers

The Council enters into this licence solely in its capacity as a landowner of the Council's Adjoining Land and not in any other capacity. Nothing in this licence shall restrict the Council's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

9. Counterparts

This licence may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one licence. No counterpart shall be effective until all parties hereto have each legally completed their respective counterpart.

10. Governing law and jurisdiction

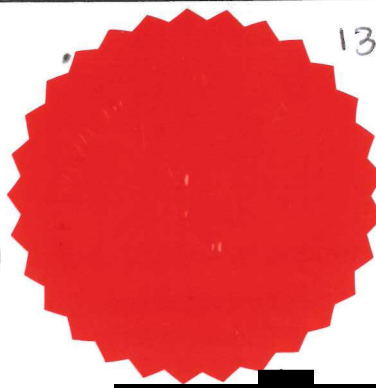
10.1. This agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

10.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this licence, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

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

in the presence of:



Authorised Signatory

SIGNED as a **DEED** (but not delivered
until dated) by ..
and ..
as attorneys for **BDW TRADING LIMITED**
under a power of attorney dated

in the presence of:

SIGNATURE OF WITNESS

Name:

Address:

Occupation:

SIGNATURE OF ATTORNEY

as attorney for BDW Trading Limited

SIGNATURE OF WITNESS

Name:

Address:

Occupation: SO30 2UH

SIGNATURE OF ATTORNEY

as attorney for BDW Trading Limited

APPENDIX 1
SITE LOCATION PLAN
PL-01 June 2018



DO NOT SCALE

All dimensions to be checked on site and Architect to be notified of any discrepancies prior to commencement

REVISION	DATE	DESCRIPTION	CHECKED

idpARTNERSHIP
N O R T H E R N

ARCHITECTURE | MASTERPLANNING | URBAN DESIGN

IDPartnership Northern, St Jude's, Barker Street, Shieldfield, Newcastle upon Tyne, NE2 1AS
T: +44 (0)191 261 4442 | W: idpartnership.com | E: info@idpartnership-northern.com

JOB / CLIENT

SINAH LANE, HAYLING ISLAND
FOR BARRATT SOUTHAMPTON

DRAWING TITLE

SITE LOCATION PLAN

PROJECT ARCHITECT	KD	DRAWN BY	FY	CHECKED
SCALE	1:1250 @ A1	PROJECT NO.	N81:2517	
DATE	JUNE 2018	DRAWING NO.		PL-01
DRWG STATUS	DRAFT	CONSULTATION	TENDER	CONSTRUCTION
RECORD				

COPYRIGHT : IDPartnership Northern



13301



APPENDIX 2
Billy Trail South Connection
N81:2571_PL_06_P10

APPENDIX 3
Works Diagram

GENERAL NOTES

1. The location, size, depth and identification of existing services that may be shown or referred to on this drawing have been assessed from non intrusive observations, record drawings or the like. The contractor shall safely carry out intrusive investigations, trial holes or soundings prior to commencing work to satisfy himself that it is safe to proceed and that the assessments are accurate. any discrepancies shall be notified to gta prior to works commencing.
2. Tender or billing drawings shall not be used for construction or the ordering of materials.
3. Do not scale. All dimensions and levels to be site confirmed.
4. This drawing shall be read in conjunction with all relevant architects, consultants drawings and specifications, together with H&S plan requirements
5. Copyright : This drawing must not be copied, amended nor reproduced without the prior written agreement of gta.
6. All drawings specifications and recommendations made by gta are subject to Local Authority and other relevant Statutory Authorities approval. Any works or services made abortive due to the client proceeding prior to these approvals is considered wholly at the Clients risk. gta hold no responsibility for resulting abortive works or costs.



KEY

P2	ROAD LEVELS ADJUSTED ON ROAD 1 / 2 & 3 JUNCTIONS TO TIE IN TO S278 DESIGN - KEY & ADDITIONAL LEVELS / NOTES ADDED	11.11.19	DMS	ds
P1	INITIAL ISSUE	04.11.19	DMS	ds
Rev	Amendments	Date	Dsn	Chk

Status

PRELIMINARY

Client



Project

PEBBLE WALK, SINAH LANE
HAYLING ISLAND, HANTS

Title

EXTERNAL WORKS
AND LEVELS PLAN
SHEET 1

Date	NOVEMBER 2019	Scale @ A0	1:200
Base Layout Ref.		CAD File ref.	
Clients Ref.		Project Ref.	10162

gta Civils & Transport

Gloucester House, 66a Church Walk,
Burgess Hill, West Sussex, RH15 9AS
Tel.01444 871444 Web: www.gtacivils.co.uk

Drawing Number

10162/1081

Rev.

T15

UNAPPROVED
ING TECHNICAL APPROVAL

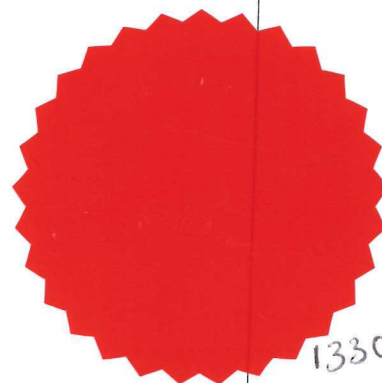
SUBJECT TO CHANGE FOLLOWING 'TECHNICAL
S WITH HAMPSHIRE COUNTY COUNCIL
MMENCE ON THE PUBLIC HIGHWAY PRIOR TO A
EEMENT BEING SIGNED BY HAMPSHIRE CC

SHEET 2

HERE
HERE
SIGN

GENERAL NOTES

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13301

Rev	Amendments	Date	Dsn	Chk
T1	GROUNDWORKS TENDER ISSUE	06.12.19	DMS	ds
P3	MATERIALS HATCH ADDED	03.12.19	DMS	ds
P2	KEY & ADDITIONAL LEVELS / NOTES ADDED	11.11.19	DMS	ds
P1	INITIAL ISSUE	04.11.19	DMS	ds

Status

PRELIMINARY

Client


BARRATT
 HOMES

Project

PEBBLE WALK, SINAH LANE
HAYLING ISLAND, HANTS

Title

EXTERNAL WORKS
AND LEVELS PLAN
SHEET 2

Date	NOVEMBER 2019	Scale @ A0	1:200
Base Layout Ref.		CAD File ref.	
Clients Ref.		Project Ref.	10162

gta Civils & Transport

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Drawing Number	10162/1082	Rev.	T15
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T6	ALL BLOCKS UPDATED I TIMBER FRAMING DETAIL ELECTRIC CABLE ADDED
T5	PLOTS 101-104, 129 ADJ 139-157 MOVED OR SUB PARKING BAYS ADJUSTED ADDED TO GARDENS W PATH 3 DELETED AND P ADJUSTED TO SUIT
T4	STREET LIGHTING ADDED
T3	ACCESS PATHS GENERAL
T2	ALL ACCESS PATHS ADJ ACCORDANCE WITH BDI
T1	GROUNDWORKS TENDER
P3	MATERIALS HATCH ADDED
P2	KEY & ADDITIONAL LEVELS
P1	INITIAL ISSUE

GENERAL NOTES

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AW

THIS DRAWING
APPROVAL' PR
NO WORKS CA
(SECTION 278



SIGN
HERE

SIGN
HERE

Construction as shown on Drawing 10162/1011
(45° Herringbone Pattern)

Adoptable Grass Verge –
Construction as shown on Drawing 10162/1011

Block Paved Parking & Drives
(45° Herringbone – 50mm Blocks Standard Duty)

Tarmacadam Shared Access (Strengthened)

Tarmacadam Drive and Parking
(Standard Duty)

Paths – 450x450mm Grey Paving Slabs

Buff Coloured Tactile Paving 400x400mm
2.4m Wide – in accordance with HCC S
Detail drawing HCC11/C/060

and Edgings to be in accordance with HCC S
/010 as shown on GTA drawing 10162/1011

PCC Gravel Boards Beneath Fencing

Additional Exposed Brickwork below DPC

Proposed Finished Levels

Direction of Fall and Gradient

Road Design Channel Levels

Existing Levels

6M Lighting Column (Stepped Tubular)

6M Lighting Column (Raise & Lower)

T7 ALL FOOTWAY BACK EDGE LEVELS LOWERED
TO SUIT HCC KERB HEIGHT - DRIVEWAY
LEVELS ADJUSTED TO REMOVE ALL VERTICAL
DPCS - SPEED CONTROLS ADDED - SURFACE
FINISHES ADJUSTED TO LATEST LANDSCAPE
DETAILS

15.05.20 DMS ds

Rev Amendments Date Dsn Chk

Status GROUNDWORKS TENDER

Client



BBLE WALK, SINAH LANE
AYLING ISLAND, HANTS

EXTERNAL WORKS
AND LEVELS PLAN
SHEET 3

NOVEMBER 2019

Scale @ A0 1:200

Base Layout Ref.

CAD File ref.

Clients Ref.

Project Ref. 10162



Gloucester House, 66a Church Walk,
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Drawing Number

10162/1083

Rev.

T11

VED
AL APPROVAL

FOLLOWING 'TECHNICAL
COUNTY COUNCIL
LIC HIGHWAY PRIOR TO A
ED BY HAMPSHIRE CC

GENERAL NOTES

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KEY



Tarmacadam Carriageway -

Rev	Amendments	Date	Dsn	Chk
T1	GROUNDWORKS TENDER ISSUE	06.12.19	DMS	ds
P3	MATERIALS HATCH ADDED	03.12.19	DMS	ds
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Status

PRELIMINARY

Client



Project

PEBBLE WALK, SINAH LANE
HAYLING ISLAND, HANTS

Title

EXTERNAL WORKS
AND LEVELS PLAN
SHEET 4

Date

NOVEMBER 2019

Scale @ A0

1:200

Base Layout Ref.

CAD File ref.

Clients Ref.

Project Ref.

10162



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Drawing Number

10162/1084

Rev.

T13

