

Dated the 2nd day of AUGUST 2016

THE COUNCIL OF THE BOROUGH OF HAVANT (1)

and

HAMPSHIRE COUNTY COUNCIL (2)

DEED OF AGREEMENT UNDER SECTION 106 TOWN AND COUNTRY
PLANNING ACT 1990 relating to land adjacent to Woodcroft Primary School
Woodcroft Lane Waterloooville PO8 9QD

Solicitor to the Council
Havant Borough Council
Public Service Plaza
Civic Centre Way
Havant
PO9 2AX

This DEED is made the 2nd day of AUGUST 2016

between

- (1) THE COUNCIL OF THE BOROUGH OF HAVANT of Public service Plaza, Civic Centre Road Havant, PO9 2AX ("the Council")
- (2) HAMPSHIRE COUNTY COUNCIL of The Castle Winchester SO23 8UJ ("The Owner")

WHEREAS

- (1) The Council is a local planning authority for the purposes of section 106 of the Act and a local housing authority for the purposes of the Housing Act 1985 for the area in which the Land is situated
- (2) The Owner is the Registered Proprietor of the Land which is registered at HM Land Registry under title number SH24469 and shown edged red on Plan1
- (3) The parties consider that the matters contained in this deed are
 - a) necessary to make the Development acceptable,
 - b) directly related to the Development and
 - c) fairly related in scale and kind to the Developmentand therefore meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Interpretation

- 1.1 In this Deed (including the Schedules) the following words and expressions shall have the following meanings:

"the Act"	means the Town and Country Planning Act 1990 as amended
"Affordable Housing"	means housing which is rented or sold (including an equity share in whole or part) provided for persons whose needs are not met by the housing market and such dwellings shall meet the needs of eligible

	households including availability at a cost low enough for them to afford determined with regard to local incomes and local house prices
"Affordable Housing Funding"	means one or more of the following funding sources: a) any funding from the Homes and Communities Agency of finance to subsidise the cost of providing Affordable Housing Units on the Land provided by the Homes and Communities Agency or any other such other funding initiatives b) approval or such other indication from the Homes and Communities Agency that the Land (or part thereof) will be accepted as a reserve and/or strategic site and funding will be made available c) funding from a Registered Provider in anticipation of a grant allocation or other funding source
"Affordable Housing Land"	means that part of the Land to be used for the provision of the Affordable Housing Units, including their curtilages and parking provisions.
"Affordable Housing Units"	means a minimum of 30% (13) of the Dwellings to be provided on the Land as Affordable Housing
"Affordable Rent"	means rent which is set at no more than 80% of the gross Local Market Rent (including service charge where applicable) as defined in the National Planning Policy Framework PROVIDED ALWAYS that at the time of each letting the rents shall not exceed the Local Housing Allowance rates unless otherwise agreed in writing with the Council and the rents shall only be increased annually in accordance with arrangements made for such rent increases established by the Homes and Communities Agency.
"Affordable Rented Unit"	means a unit of Affordable Housing let on an Affordable Rent for a minimum fixed tenancy term of five years or on an Assured Tenancy (not including any Starter or Introductory Tenancy) or for the maximum length of tenancy for such units permitted by law if shorter
"Alternative Affordable Housing Provider"	means any organisation or body operating as a private landlord who is not a Registered Provider but who has been nominated and

	approved by the Owner and approved in writing by the Council and is approved by the Homes and Communities Agency and who has entered into a lease or management contract with a Registered Provider for the management of the Affordable Housing Units to ensure the Affordable Rented Units are retained for future Eligible Persons and to ensure the recycling of any grant
"the Application"	means the planning application for the Development submitted to the Council given reference number APP/15/01235
"Commencement of Development"	means the carrying out on the Land of a material operation pursuant to the Planning Permission as defined in Section 56 of the Act save for the purpose of determining whether or not a material operation has been carried out there shall be disregarded such operations as marking out surveying ground investigations archaeological investigations demolition site clearance site preparation and ecological mitigation works and "Commence" shall be construed accordingly.
"Common Parts"	means the parts of the Development which do not comprise a Dwelling or the curtilage of a Dwelling and shall without prejudice to the generality thereof include the roads footways, footpaths, landscaped areas, acoustic fence, communal parking areas, SuDS, amenity spaces lighting and street furniture
"Council Contributions "	means the payments to be made to the Council under this Deed
"the Development"	means 43 residential dwellings with access off Woodcroft Lane and emergency access off Eagle Avenue with all other matters reserved
"Dwelling"	means an Affordable Housing Unit or an Open Market Housing Unit forming part of the Development
"Eligible Persons"	means persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Council and who are on those registers retained or referred to by the Council from time to time in the discharge of its housing function and the expression "Eligible Person" shall be

	construed accordingly
Employment and Skills Plan"	means a site-wide scheme for the improvement and benefit of the local labour market and economy, by raising skills and enabling local people to compete for the jobs generated, in a form as set out in Schedule 4 to the reasonable satisfaction of the Council.
"Help to Buy Agency"	means the body nominated by the Homes and Communities Agency to be responsible for Low Cost Home Ownership nominations within the administrative area of the Council or in the event that nobody has been nominated such other body or organisation as the Council shall first approve in writing
"Homes & Communities Agency"	means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the administrative area of the Council by any Registered Provider or if such body ceases to exist or is superseded, the equivalent body.
"Index Linked"	means in the case of any sum expressed in this Deed to be Index Linked, to be increased in line with the formula $C = \text{£Y} \times (B / A)$ Where: A is the value of the Index for the month immediately preceding the date of this Deed B is the value of the Index for the month preceding the date of payment of a Contribution pursuant to the provisions of this Deed £Y is the Contribution C is the level of the Contribution after the application of the indexation formula proportionately in line with the amount (if any) by which the Index for the month preceding the date on which any sum is required by this Deed to be paid exceeds the Index for the month preceding the date hereof
"the Land"	means the land edged red on the plan attached hereto
"Low Cost Home Ownership"	means help to buy products as defined by the Homes and Communities Agency including Shared Ownership and "Low Cost Home Ownership Units" shall be defined accordingly

"Management Company"	means a company or other body to be charged with the management of the Common Parts in accordance with paragraph 3 of Schedule 1
"Monitoring Fee"	means the sum of FIVE THOUSAND POUNDS (£5,000) being a fee (and to be applied at such time and in such manner as the Council shall in its absolute discretion determine) used towards the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function is inter alia to monitor co-ordinate and enforce planning agreements
"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 or display or occupation in relation to security operations and Occupied shall be construed accordingly
"Open Market Housing Units"	Means the 30 Dwellings on the Land which are not Affordable Housing Units.
"Planning Permission"	means the planning permission for the Development granted pursuant to the Application or any new planning permission granted subsequently pursuant to an application under section 73 Town and Country Planning Act 1990 where the obligations contained herein are considered necessary to make the development under the new permission acceptable in planning terms
"Registered Provider"	means any body or organisation that is permitted by law and whose main function or aim is to provide and/or manage Affordable Housing including a housing association or housing company or trust registered as a provider with the Homes and Communities Agency or its successor
"RPI"	means the All Items Index of Retail Prices published by the Office for National Statistics or any amendment or replacement thereof
"Shared Ownership Lease"	means a lease or sub lease under which an Affordable Housing Unit may be disposed of by way of shared ownership or shared equity sale and/or lease granted at a premium to be paid by the lessee or sub lessee upon completion or raised by way of

	a mortgage or charge and under which the initial purchaser or lessee acquires an initial share of the equity in that Affordable Housing Unit and pays a rental element if required by the Registered Provider
"Solent Disturbance Mitigation Project Contribution"	means a contribution of £176 per dwelling in respect of the Special Protection Area avoidance and mitigation measures delivered through the Solent Interim Planning Framework.
"SuDS"	means a sustainable drainage system for the Development in accordance with a specification agreed in writing by the Council
"TRO Contribution"	means such sum as the Council may reasonably require for the purpose of implementing (which reference shall include all connected administration, supervision and the carrying out of) such traffic management measures as they consider appropriate to ensure that any overspill parking from the Development does not interfere with the capacity, operation or safety of the adjoining local highway network providing such sum shall not exceed £3,000

2 Construction of this Deed

- 2.1 Reference in this Deed to a Clause Schedule or Recital shall mean a Clause Schedule or Recital to this Deed
- 2.2 Headings in this Deed are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Deed
- 2.3 In this Deed where the context so admits:
 - 2.3.1 words importing one gender shall include all other genders
 - 2.3.2 words importing the singular shall include the plural and vice versa
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re enactment of that Act for the time being in force and

shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

- 2.6 References to the Owner in this Deed shall include the successors in title to that party and to any deriving title through or under them including by leasehold and assigns and references to the Council shall include the successors to its statutory functions unless there is an express provision otherwise

3 Statutory Powers

- 3.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 and all other enabling powers which may be relevant for the purpose of giving validity to and enforcing the obligations contained in this Deed.
- 3.2 This Deed creates planning obligations under section 106 of the Act which bind the Land and are enforceable by the Council against the Owner and their successors in title and assigns

4 Conditionality

- 4.1 This Deed shall have full force and effect from the date hereof save that the Planning Obligations shall be conditional upon

4.1.1 the issue of Planning Permission, and

4.1.2 the Commencement of Development

Save for the Planning Obligations in Schedule 1 paragraphs 1.1.1, 3.1, 5.1, 5.5, 5.6, 5.7, 6.1, 7.1, and 9, and Schedule 2 paragraphs 1.1.2 and 1.1.3 which shall come into force immediately on completion of this deed

5 Planning Obligations

- 5.1 The Owner covenants with the Council that they will perform the Planning Obligations set out in Schedule 1, Schedule 2 and Schedule 4 to this Deed and all other restrictions covenants limitations and obligations contained in this Deed.
- 5.2 The Council covenants with the Owner that they will perform the covenants set out in Schedule 3 to this deed

6 Liability

- 6.1 The Owner shall not be liable for any breach of the restrictions and obligations on its part set out in this Deed where such breach arises after the Owner shall have parted with its entire interest in the Land (or its interest in that part of the Land to which the breach relates) but without prejudice to liability for any subsisting breach arising prior to parting with such

7 Revocation or Expiry of Planning Permission

- 7.1 This agreement will come to an end if;
- 7.1.1 Subject to clause 7.1.2, the Planning Permission is quashed, revoked or otherwise withdrawn at any time prior to the Commencement of Development so as to render this Deed or any part of it irrelevant, unviable, or impractical; or
- 7.1.2 The Planning Permission expires before Commencement of Development
- 7.2 Where the agreement comes to an end pursuant to this clause 7 the Council shall vacate or cancel the entry made in the Local Land Charges register in relation to this agreement or otherwise to record the fact that the agreement has come to an end and no longer affects the Land

8 Mortgagee exclusion Provision

- 8.1 Where any Affordable Housing Units have been transferred to a Registered Provider or an Alternative Affordable Housing Provider the provisions in Schedule 2 of this Deed concerning Affordable Housing Units shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed under any security documentation of such Affordable Housing Units to enable such mortgagee or chargee to realise its security (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT

Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Registered Provider or the Council

for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies , interest and costs and expenses; and

If such disposal has not completed within the three month period, the mortgagee, chargee or receiver shall be entitled to dispose of the Affordable Housing Units free from the provisions of this deed concerning Affordable Housing Units which provisions shall determine absolutely

9 Indexation

- 9.1 The Council Contributions shall be Index Linked from the date hereof to the date the Council Contributions are due using RPI as the Index unless otherwise provided
- 9.2 The Solent Disturbance Mitigation Project Contribution will be indexed in accordance with the figures supplied to Havant Borough Council by the Solent Recreation Mitigation Partnership.

10 Use of Contributions

- 10.1 If prior to the receipt of any contributions payable under the terms of this Deed the Council incurs any expenditure in providing facilities or services to which this Deed authorises contributions to be applied then the Council may immediately following receipt of such contributions deduct therefrom sums equivalent to such expenditure, and it is hereby agreed and acknowledged that the Council shall not subsequently be required to repay any contributions set against such expenditure

11 Interest on Late Payments

- 11.1 Where any sum or amount has not been paid to the Council by the date on which it is due the Owner shall pay to the Council interest at the rate of 4% above the base lending rate from time to time of National Westminster Bank plc (calculated on a daily basis from the date on which it fell due) on that amount for the period from the due date up to and including the date of payment

12 Miscellaneous

- 12.1 Where agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed

12.2 The covenants in the Schedules shall not be enforceable against owner-occupiers or tenants of any Dwelling constructed pursuant to the Planning Permission nor against those deriving title from them

12.3 A mortgagee shall not be liable for any breach of the obligations in this deed unless committed or continuing at a time when the mortgagee is in possession of all or any part of that Land to which the breach relates

13 Notices

13.1 Any notice or other written communication to be served upon or given to one party by any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose of notice in writing

13.2 The address for service on each party is as follows:

13.2.1 Havant Borough Council, Public Service Plaza, Civic Centre Road, Havant, PO9 2AX for the attention of the Head of Planning

13.2.2 Hampshire County Council, The Castle, Winchester, SO23 8UJ, for the attention of the head of Estates and Development Services

unless and until any party notifies the other parties in writing of an alternative address for service which shall be in England.

14 Local Land Charge

14.1 This deed shall be registered as a local land charge in the register of local land charges maintained by the Council.

15 Third Party Rights

15.1 Nothing in this deed will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

16 Disputes

16.1 Without prejudice to the rights of any party to this Agreement to take alternative action save for matters of construction (which shall be matters for the Courts) any dispute or disagreement arising under this Agreement including any question of reasonableness may be referred at the instance of any party for determination by a single expert whose

decision shall be final and binding on the parties (except in the case of manifest error or fraud).

16.2 The following provisions and terms of appointment shall apply to such disputes or disagreements and questions:

16.2.1 The expert shall have at least 10 years post qualification experience in the subject matter of the dispute.

16.2.2 The expert shall be agreed between the parties or appointed by the President of the Royal Institute of Chartered Surveyors at the request of any party to the dispute.

16.2.3 The persons calling for the determination shall make written submissions to the expert and the other parties within 10 working days of his appointment.

16.2.4 The other parties shall have 21 working days from the receipt of such written submission or such extended period as the expert shall allow to respond.

16.2.5 The expert shall disregard any representations made out of time and shall make his decision within 21 working days of receipt of the representations under 16.2.4 above or if none the expiry of the period referred to in 16.2.4 above.

16.2.6 The expert's decision shall be in writing and give reasons for his decision.

16.2.7 The expert's fees shall be in the award of the expert.

17 Costs

17.1 The Owner shall pay to the Council on completion of this deed the reasonable legal and professional costs of Council incurred in the negotiation preparation and execution of this deed.

18 Governing Law

18.1 This Deed is governed by and interpreted in accordance with the laws of England.

18.2 Insofar as any clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

19 Delivery

- 19.1 This document has been executed as a deed and is delivered and subject to clause 4 takes effect on the date stated at the beginning of it.

20 Counterparts

- 20.1 This Deed may be executed by the parties in separate counterparts but shall not take effect until each party has executed at least one counterpart and each counterpart when executed shall constitute a duplicate original but all of which taken together shall constitute one and the same instrument.

Schedule 1 Owner's covenants with the Council

1 Progress of Development –

- 1.1 The Owner covenants to advise the Council of the anticipated occurrence of the following events not less than 14 days before anticipated occurrence and to further advise the Council of the actual date of occurrence within 14 days thereafter:
 - 1.1.1 Commencement of Development
 - 1.1.2 First Occupation of any part of the Development
 - 1.1.3 Disposal of the Affordable Housing Units to a Registered Provider or an Alternative Affordable Housing Provider
 - 1.1.4 First Occupation of 65% of the Open Market Housing Units

2 Affordable Housing –

- 2.1 The Owner covenants with the Council to comply with the provisions of Schedule 2 to this Deed
- 2.2 The Affordable Housing provisions in this Deed shall not be binding on any utility service provider

3 Management and Maintenance of Common Parts

- 3.1 The Owner covenants not to Commence Development unless and until the Council has approved in writing the Owner's proposal for an entity or entities to be responsible for the maintenance and management of the Common Parts (or any part thereof) such proposals to include full details of the proposed Management Company including details of its structure and voting rights (if it is a company)
- 3.2 The Owner shall not Occupy or cause or permit Occupation of any Dwelling on the Land until:
 - 3.2.1 the Management Company has been formed in accordance with the approved proposal; and
 - 3.2.2 the Management Plan referred to in clause 4 below has been approved in writing by the Council

4 Management Plan

- 4.1 Prior to first Occupation of any part of the Development the Owner shall prepare and submit to the Council for written approval the Management Plan containing
 - 4.1.1 proposals for arrangements to secure the future maintenance of the Common Parts by the Management Company (which may include a transfer of the Common Parts (or part thereof) to the Management Company or the granting of a long lease of the Common Parts (or part thereof) by the Owner and or Developer 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 residents of the Development or otherwise) and
 - 4.1.2 proposals for the management of the car parking arrangements for residents and visitors to the Development
- 4.2 From first Occupation of any part of the Development 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 fully implemented

5 Sustainable Drainage

- 5.1 The Owner shall not Commence Development until they have agreed in writing with the Council the designs for the SuDS scheme together with a programme for its construction and delivery.
- 5.2 The Owner shall construct the SuDS scheme in accordance with the approved design and the programme agreed in accordance with paragraph 5.1 above.
- 5.3 The Owner shall not Occupy or cause or permit Occupation of any Dwelling part of the Development on the Land unless and until that SuDS scheme has been constructed and is ready for use in accordance with the provisions of the paragraphs in this Schedule.
- 5.4 The Owner shall maintain the SuDS scheme to the satisfaction of the Council until transfer of the Common Parts to the Management Company or if earlier adoption by a statutory undertaker.
- 5.5 The Owner shall provide to the Council a performance bond ("the Bond") issued by a clearing bank or other institution (hereinafter called

"the Surety") approved by the Council (such approval not to be unreasonably withheld or delayed) in a form agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) for the cost of construction of the SUDS scheme.

- 5.6 The Bond provided under paragraph 5.5 above shall be to the effect that

If the Owner shall fail to construct the SUDS scheme in accordance with the provisions contained in this paragraph 9 of Schedule 2 or prior to completion of such construction shall be adjudicated bankrupt or shall go into liquidation voluntarily or otherwise or shall execute a deed of assignment for the benefit of or otherwise compound with its creditors (except for the purpose of reconstruction or amalgamation) the Council may without prejudice to its other rights remedies and powers against the Owner for such failure require by written notice the Surety to pay the Council a sum equivalent to any expenditure which the Council may incur in carrying out the construction of the SUDS scheme and also the Council's reasonable legal costs properly arising from the provision of the SUDS scheme for which sum the Surety binds itself and its successors and assigns to the Council.

- 5.7 The Owner shall provide the Bond prior to Commencement of the Development and the Bond shall endure subject to paragraph 5.8 until the SUDS Scheme is adopted or if earlier until discharge under paragraph 5.9 below.

- 5.8 As soon as the Certificate of Completion has been issued in respect of the SUDS Scheme the Owner may reduce the value of the Bond by 90%

- 5.9 At the end of the period of 12 months from the date on which the Certificate of Completion is issued the Bond shall be discharged

6 Solent Disturbance and Mitigation Project

- 6.1 The Owner covenants not to Commence Development unless and until they have paid or caused to be paid to the Council the Solent Disturbance Mitigation Project Contribution

7 Employment and Skills

- 7.1 The Owner covenants with the Council not to Commence Development until either the Employment and Skills Plan for the construction phase of the Development using the Construction Industry Training Board template for the outcomes (unless otherwise agreed in writing by the

Council) has been submitted to and approved by the Council or a financial contribution as agreed in lieu of an Employment and Skills Plan has been paid to the Council.

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

7.2.1 Jobcentre Plus and the Learning & Skills Council; and

7.2.2 Voluntary and private sectors providers; and

7.2.3 Sixth form colleges; colleges of further education; and universities

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

- 7.4 Following approval of the Employment and Skills Plan by the Council the Owner will promote the objectives of the approved Employment and Skills Plan and ensure that so far as is reasonably practicable the objectives are met.

- 7.5 As part of the Employment and Skills Plan the Owner will be required to provide financial contributions of £25 per outcome to the Council to cover specific costs incurred by the Council in the implementation and monitoring of the Employment and Skills Plan. The Plan shall set out the matters on which reasonable expenditure may be incurred together with the timings for such expenditure and the trigger for payments.

- 7.6 Should the option to deliver an Employment and Skills Plan be exercised then using the CITB framework the outcomes will be applied in respect of the cost of the construction phase.

- 7.7 The alternative of a financial contribution will be calculated against the framework and will discharge any responsibility for delivering the Employment and Skills Plan.

8 Traffic Regulation Order

- 8.1 The Owner covenants to pay or cause to be paid to the Council at the written request of the Council at any time during the period beginning

from the Commencement of Development and ending 3 years from practical completion of the Development the TRO Contribution

9 Monitoring and Administration Fee

- 9.1 The Owner covenants to pay or cause to be paid to the Council on or before Commencement of Development the Monitoring and Administration Fee
- 9.2 The Owner covenants not to Commence or to permit Commencement of the Development until it has paid or caused to be paid to the Council the Monitoring and Administration Fee

Schedule 2

1 Affordable Housing

1.1 The Owner covenants with the Council as follows:-

- 1.1.1 To provide not less than 30% (13) of the Dwellings as Affordable Housing Units
- 1.1.2 Not to Commence Development until it has submitted to the Council and obtained the Council's approval to the mix of size and tenure, namely Affordable Rented Units or Shared Ownership Units, of the Affordable Housing Units
- 1.1.3 To provide the Affordable Housing Units in the locations shown on a plan to be agreed with the Council before Commencement of Development
- 1.1.4 To ensure that the Affordable Housing Units on the Land will be integrated and compatible with the design of the Open Market Housing Units
- 1.1.5 To ensure that no more than 65% of the Open Market Housing Units in the Development are Occupied prior to the completion and disposal of all of the Affordable Housing Units to a Registered Provider or Alternative Affordable Housing Provider as freehold land or for a leasehold term of not less than 125 years.
- 1.1.6 To ensure that the Affordable Housing Units are constructed to at least the minimum standard required by the Homes and Communities Agency (or such other successor body's standards) Design and Quality Standards (2007) and the Code for Sustainable Homes published by the Government (or such replacement guidance) or other similar standard as may be reasonably required by the Council
- 1.1.7 To ensure that the Shared Ownership Units are let to persons registered with the Help to Buy Agency who is under contract with the Homes and Communities Agency, or any successor body with whom the Homes and Communities Agency or its successor contracts
- 1.1.8 To ensure that the disposal to the Registered Provider or Alternative Affordable Housing Provider of the Affordable Housing Land shall contain the following:

- (i) a covenant not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing and
- (ii) a covenant not to dispose of any of the Affordable Housing Units other than under a Shared Ownership Lease or tenancy at an Affordable Rent to the intent that all Affordable Rented Units shall be used for the purpose of providing Affordable Housing to Eligible Persons, and
- (iii) a covenant requiring the Registered Provider or Alternative Affordable Housing Provider to enter into an agreement with the Council granting the Council the right to nominate 100 per cent of the Occupiers of the Affordable Rented Units when initially let and all subsequent true voids.

PROVIDED THAT such covenants set out in (i), (ii) and (ii) above shall not be binding or enforceable against any purchaser who purchases from the Registered Provider or Alternative Affordable Housing Provider the entire freehold to an Affordable Housing Unit pursuant to a statutory Right to Acquire or Right to Buy or a long leasehold interest pursuant to an equity share arrangement nor shall such covenants be binding or enforceable against such a purchaser's mortgagees or successors in title.

1.1.9 To ensure that where the Owner intends to provide management services for any Affordable Rented Units in association with a Registered Provider they shall only be used if the Registered Provider can demonstrate to the Council that they are approved and regulated for such activities by the Homes and Communities Agency or any successor body.

1.1.10 To ensure that the Affordable Housing Units shall subject to paragraph 1.1.8 only be occupied by Eligible Persons.

1.1.11 To impose in the disposal to a Registered Provider or Alternative Affordable Housing Provider a covenant which requires them at such dates to be agreed by the parties to make written returns to the Council detailing

- the affordable housing provision including
- the type of dwelling,
- the tenure of the dwelling,
- the net internal floor area of the dwelling
- details of the occupiers

- the grant funding provided for the dwelling
- technical information in relation to the Code for Sustainable Homes
- the location of the Affordable Housing Units
- any other information on the Affordable Housing Units as reasonably required by the Council.

Schedule 3 Council's covenants

1. The Council covenants with the Owner upon written request to repay any unexpended balance of the Traffic Regulation Order Contribution to the person who paid the said contribution to the Council on the expiry of 10 years from the date of completion of the Development.

Schedule 4

EMPLOYMENT AND SKILLS PLAN

HAVANT BOROUGH COUNCIL

Site
Landowner/developer
Main Contractor
NSAfc-CBA Benchmark
Planning application number
Developer contact details: Name Address Tel no Mobile no Email Contact name
Havant BC contact details: Ganesh Selvarajah Senior Economic Development Officer Havant Borough Council Public Service Plaza Havant PO9 2AX TEL: 023 9244 6620 MOB: 07810 504 958 EMAIL: ganesh.selvarajah@havant.gov.uk
This document forms the developer's response to sections XX of the Section 106 Agreement between XX and XX dated XX. The Section 106 Agreement (<i>Town and Country Planning Act</i>) linked to this development, obliges the Developer to agree an Employment and Skills Plan

(ESP) with the planning authority (Havant Borough Council)

This mutually authored plan is to meet that obligation and shows how skill levels within the local labour market will be developed both during the construction phase and after completion of the project.

Development

Please give a brief description of the proposed development including identifying what is being built, the estimated construction cost, the start date, the period of construction and what the end use(s) of the development will be.

Objectives

One of Havant Borough Council's strategic priorities is to improve the prosperity of the borough. This includes raising economic activity rates, development of higher skilled jobs and improving skills levels and aspirations of the local residents.

The objectives of the Employment and Skills Plan are to:

- Demonstrate the use of local labour from within the developer's project team and within the company
- To procure goods and services from local contractors, sub-contractors and suppliers (where economically and practically feasible)
- To support the employment of the local community
- Demonstrate the recruitment and training opportunities within the contractors company
- Provide opportunities for local residents to access jobs created during the construction phase of the development
- Reduce economic inactivity in the local area particularly with priority groups such as NEETs and long term unemployed
- Support the development of skills within the local community.
- Provide opportunities for Schools, Further and Higher Education providers to engage with the project to enhance learning

Opportunities

Please state the approximate number and type of jobs that will be created during the construction stage of the development. Please provide a copy of the labour forecasting tool if available.

Delivery Please complete the employment and skills matrix at the end of this document with details of the following employment and training measures that will be provided for local people during the occupation phase of the development. Please provide a method statement to support the employment and skills plan. • Recruitment through Job Centre Plus and other local employment vehicles • Work trials and interview guarantees • Pre-employment training • Apprenticeships • Vocational training (NVQ) • Work experience (in education and not in education) • School, college and university site visits • Construction Skills Certification Scheme (CSCS) cards • Supervisor training • Leadership and management training • Support with transport, childcare and work equipment • Any further details of in-house training schemes
Monitoring Please provide details on how the Employment and Skills Plan will be monitored.

Employment and Skills Matrix

	Category	NSAfc-CBA benchmark	Activity	Number of people	Supervision	Dates	Notes
1	Work placement (In Education)						
2	Work placement (Not in Education)						
3	Jobs created by NSAfc projects (new entrants)						
4	Construction Careers Information, Advice & Guidance (CCIAG) Events						
5a)	Waged Training Weeks on Site (Apprenticeships)						
5b)	Waged Training Weeks on Site (Existing Workforce)						
6	Qualifying the Workforce – project workforce Total of 6a) plus 6b) plus 6c) plus 6d)						
6a) 6b)	Qualifications gained (equiv. NVQ2 and above)						
6c) 6d)	Industry certification gained						
7	Training Plans						
8	Case Studies						
	Individual Outcomes						

This Employment and Skills Plan has been signed by duly authorised representatives of each of the Parties.

SIGNED

For and on behalf of (Developer)

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED

For and on behalf of Havant Borough Council

Signature: _____

Name: _____

Title: _____

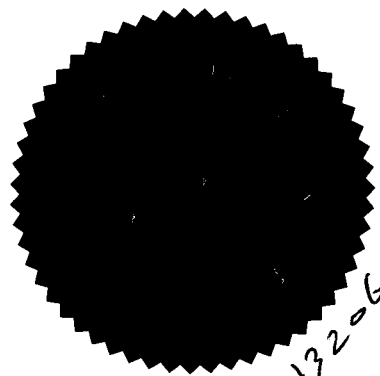
Date: _____

IN WITNESS whereof the parties hereto have executed this Deed on the day
and year first before written.

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

Steve Henderson

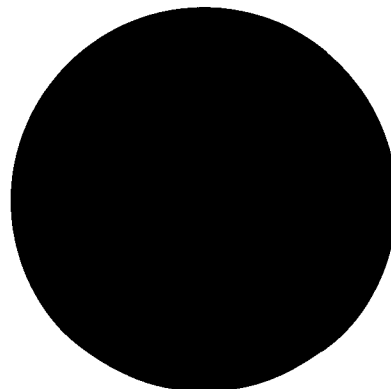
Authorised Signatory:



THE COMMON SEAL OF HAMPSHIRE COUNTY)
COUNCIL was affixed in the presence of:)

[Signature]

Authorised Signatory:



36/7175