

DATED

3rd October

2014

LESLIE SHIPP

(1)

and

JILL IRENE SHIPP

(2)

and

DAVID PATRICK KINGSTON CHRISTIAN

(3)

and

THE COUNCIL OF THE BOROUGH OF HAVANT

(4)

and

HAMPSHIRE COUNTY COUNCIL

(5)

DEED

Pursuant to (inter alia)

Section 106 of the Town and Country Planning Act 1990

Relating to land at Coldharbour Farm Phase 2, Coldharbour Farm Road Emsworth

Mrs J Barden-Hernandez
Solicitor to the Council
Havant Borough Council
Civic Offices
Civic Centre Road
Havant, Hampshire
PO9 2AX

THIS AGREEMENT is made the

3rd

day of

October

2014

BETWEEN

- (1) LESLIE SHIPP and JILL IRENE SHIPP and DAVID PATRICK KINGSTON CHRISTIAN of 40 London Road Horsham West Sussex RH12 1AY and of 56 Pound Farm Road Chichester West Sussex PO19 7PU together called "the Owner"
- (2) THE COUNCIL OF THE BOROUGH OF HAVANT OF Civic Offices 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 is a Local Planning Authority for the purposes of the Act for the area within which the Land is situate
- (2) The County Council is a Local Planning Authority for the purposes of the Act, the highway authority for Hampshire (save for trunk roads and special roads) for the purposes of the Highways Act 1980 the transport authority for Hampshire for the purposes of the Transport Acts of 1985 and 2000 and the local education authority for the area in which the Land is situate
- (3) The Owner is the freehold owner of the Land registered at HM Land Registry under Title number HP376939
- (4) The Owner has submitted the Application for the Development to the Council and the Council has resolved to grant permission for the Development subject to conditions and to the completion of this Agreement
- (5) The Council, the County Council and the Owner consider that the matters contained in this Agreement are:
 - (a) necessary to make the Development acceptable
 - (b) directly related to the Development; and
 - (c) fairly related in scale and kind to the Development

NOW THIS DEED WITNESSETH as follows:

1. Statutory Powers

This Agreement is made pursuant to:

- 1.1 Section 106 of the Town and Country Planning Act 1990
- 1.2 Section 1 of the Localism Act 2011

- 1.3 All other enabling powers which may be relevant for the purpose of giving validity to and enforcing the obligations contained in this Agreement to the intent that it shall bind the Owner/Mortgagee and the successors in title to each and every part of the Land and its assigns

2. Interpretation

- 2.1 Reference in this Agreement to a Clause Schedule or Recital shall mean a Clause Schedule or Recital to this Agreement
- 2.2 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
- 2.3 In this Agreement 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

3. Definitions

- 3.1 In this Agreement the following expressions shall unless the context shall otherwise require 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) below market levels by means of public or private subsidies such that it can be afforded by those Eligible Persons whose incomes are insufficient for them to afford adequate housing locally on the open market
"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 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 shown to be used for

"Affordable Housing Units"

the provision of the Affordable Housing Units means a minimum of 30% (16 units) of Affordable Housing to be constructed as part of the Development as herein provided

"Affordable Rent"

means the letting of the Affordable Housing Units to an Eligible Person at a rent level of up to 80% of the local market rents (inclusive of service charge) and such Units shall have a minimum tenancy term of five years and in accordance with the guidance issued by the Homes and Communities Agency in 2011(or, in the event of its discontinuance, any replacement or updated guidance issued by the Homes and Communities Agency)

"Affordable Rented Units"

means in relation to the Affordable Housing Units housing for rent available to persons who cannot afford to rent or buy houses generally available on the open market with the rent being at an Affordable Rent. The expression "Affordable Housing Unit" shall have a corresponding meaning as the context requires PROVIDED ALWAYS that, at the time of each letting, the rents shall not exceed 80% of the local gross Open Market rent and would not exceed 45% of the Universal Credit Cap or the Local Housing Allowance, whichever is the higher, unless otherwise agreed in writing with the Council and the rents shall only be increased annually in accordance with arrangements made for such rent increases established by the Homes and Communities Agency.

"Alternative Affordable Housing Provider"

means any organisation or body operating as a private landlord who is not an Registered Provider but who has entered into a management contract with an Registered Provider for the management of the Affordable Housing Units to ensure the Affordable Rented Accommodation are retained for future Eligible Persons and to ensure the recycling of any grant

"the Application"

means the application submitted to the Council by

	the Developer given reference number APP/14/00360 for the Development
"Common Parts"	means the parts of the Land which do not comprise a dwelling or the curtilage of a dwelling and shall without prejudice to the generality thereof include the unadopted roads, communal parking areas, footways, footpaths landscaped areas, amenity spaces drainage ditches and attenuation area
"the Development"	means Development authorised by the Planning Permission consisting of the construction of 53 dwellings with new vehicular access from Coldharbour Farm Way and all other matters reserved
"the Education Contribution"	means the sum of £227,565 (TWO HUNDRED AND TWENTY SEVEN THOUSAND FIVE HUNDRED AND SIXTY FIVE POUNDS) (Indexed) payable by the Owner to the County Council to meet the needs arising out of the Development of providing or improving primary educational facilities at Emsworth Primary School and St James Primary School Emsworth Hampshire
"Eligible Person"	means a person who is unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Council and who is 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 Persons" shall be construed accordingly
"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 and 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 Council's administrative area by any Registered Provider or if such body ceases to exist or is superseded the equivalent body
"Indexed"	Means in respect of the Education Contribution that such contribution shall be indexed from the date of this Agreement until the date of payment and shall be linked to the Public Sector Index (Non-Housebuilding)(PUBSEC) published by the Department for Business Innovations and Skills (multiplied by the regional factor for Hampshire)(or amendment/comparable replacement thereof)
"Implementation"	Means the implementation of the Planning Permission by the carrying out of a material operation under Section 56(4) of the Act excluding operations consisting of site clearance, demolition work on the Land, archaeological investigations, investigations for the purpose of assessing contamination, remedial action in respect of contamination, diversion and laying of services and the erection of means of enclosure for the purposes of site security and/or the display of advertisements
"the Land"	Means the Land at Coldharbour Farm Emsworth shown for identification purposes only edged red on the Plan
"Low Cost Home Ownership"	means homebuy products as defined by the Homes and Communities Agency including Shared Ownership, and "Low Cost Home Ownership Units" shall be construed accordingly
"Occupation"	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 for security purposes and "Occupied" shall be construed accordingly
"Open Market Housing Units"	Means the residential units available for sale on the open market but excluding the Affordable Housing Units
"the Plan"	Means the plan annexed hereto marked "A"

"the Planning Permission"	Means the planning permission for the Development in the form of the draft attached hereto
"Registered Provider"	means a Registered Provider as defined in Part I of the Housing Act 1996 registered by the Homes and Communities Agency or any successor body pursuant to Section 3 of that Act and not removed from the register pursuant to Section 4 of that Act and has been notified in writing to the Council
"Reserved Matters Stage"	Means the time from when the first details of any matters reserved under the terms of the Planning Permission for subsequent approval are submitted to the Council until the time limit for submitting such details expires
"Residential Units"	Means residential dwellings whether individually or in groups and whether divided vertically or horizontally
"Shared Ownership"	means affordable housing leased to a lessee who purchases a percentage of the equity of the Intermediate Housing Unit and pays a rent in relation to the share of the equity retained by the Registered Provider/Alternative Affordable Housing Provider
"Staircasing Receipts"	means monies received by a Registered Provider or an Alternative Affordable Housing Provider arising from the sale (net of reasonable evidenced sale costs) of any further share of the equity or ownership of a Shared Ownership Unit following the first acquisition by that occupier of an interest in that Affordable Housing Unit provided that such a receipt shall be excluded from this definition to the extent to which the Registered Provider or Alternative Affordable Housing Provider is required to pay that receipt to the Homes and Communities Agency or any other person or body pursuant to an arrangement for grant funding in relation to the provision of Affordable Housing Units on the Land
"SUDS"	means a sustainable urban drainage system for the Development in accordance with a specification agreed in writing by the Council and if statutorily

empowered so to do by the County Council

4. Planning Obligations

- 4.1 The obligations contained in this Agreement 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

5. Covenants Binding on Implementation

- 5.1 The covenants, undertakings, obligations and restrictions in this Agreement shall become binding on the parties to this Agreement upon Implementation save for the provisions in clauses 6, 7, 8, 9, 10, 12, 13, 17, 18, 19, 20, 21, 22, 27, and 28 which shall come into effect immediately on completion of this Deed

6. Implementation

- 6.1 The Owners will notify the Council and the County Council in writing at least 14 days before Implementation

7. Affordable Housing

- 7.1 The Owner covenants to comply with the obligations in respect of Affordable Housing set out in Schedule One

8. Travel Plan

- 8.1 The Owner covenants with the Council
- 8.1.1 to prepare and submit a draft Travel Plan to the Council for approval prior to Implementation;
- 8.1.2 not to Occupy the Development unless and until the Travel Plan has been approved in writing by the Council
- 8.1.3 Not to amend the Travel Plan without the prior written approval of the Council
- 8.1.4 Not to use the Development otherwise than in accordance with the approved Travel Plan

9. Employment and Skills Plan

- 9.1 Prior to Implementation the Owner covenants to submit to the Council for written approval an Employment and Skills Plan based on the template in Schedule 3 hereto and not to undertake any works amounting to Implementation an Employment and Skills Plan has been approved by the Council
- 9.2 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/training agencies as part of an employment and training consortium including but not limited to:

9.2.1 Jobcentre Plus and the Skills Funding Agency; and

9.2.2 Voluntary and private sectors providers; and

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

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

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

9.5 The Employment and Skills Plan shall set out the matters on which the Owner or developer may be required to provide financial contributions to the Council to cover specific costs incurred by the Council in the implementation of the Employment and Skills Plan together with the timings for such expenditure and the trigger for these payments

10. Sustainable Urban Drainage Scheme ("SUDS")

10.1 Prior to Implementation the Owner shall submit to and obtain the approval of the Council to a SUDS management and maintenance plan for the lifetime of the Development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangement to secure the operation of the SUDS throughout its lifetime

11. SUDS Bond

11.1 The Owner shall provide to the Council a bond ("Bond") in a form and at a cost agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) for a total sum made up of: (i) the cost of provision of the SUDS scheme and (ii) the SUDS Commuted Sum (iii) 10% thereof.

11.2 The Bond shall be issued by a clearing bank or other institution approved by the Council (such approval not to be unreasonably withheld or delayed) (hereinafter called "the Surety").

11.3 The Bond shall be to the effect that:

If the Owner shall fail to provide the SUDS scheme in accordance with the Planning Permission or fail to perform its obligations under clause 10 hereof

or fail to implement the approved arrangements for management and maintenance of the SUDS scheme or 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 non-performance or non-observance carry out complete and/or implement the SUDS scheme and the said provisions and the Surety will pay the Council a sum equivalent to any expenditure which the Council may incur in carrying out completing and/or implementing the SUDS scheme and the said provisions and also any sums of money referred to in this Deed and the Council's legal costs incurred in implementing the terms of this Deed for which sum (being the sum agreed for the cost of provision of the SUDS scheme plus the estimated SUDS Commuted Sum together with 10% thereof) the Surety binds itself and its successors and assigns to the Council.

- 11.4 Such SUDS scheme bond shall be provided prior to Occupation of any Residential Unit within the Development and endure until the SUDS scheme is adopted or the Council agrees in writing to the bond term being a fixed period and renewed at the end of the agreed fixed period until such time as the SUDS scheme is adopted.

12. Management Arrangements

- 12.1 The Owner covenants not to undertake any work amounting to Implementation unless and until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the Owner's proposal for an entity to be responsible for the maintenance and management of Common Parts including the following features:
- (i) Any Open Space on the Land
 - (ii) Any Play Area on the Land
 - (iii) Any Boundary Hedges on the Land
 - (iv) Any SUDS Scheme (if unadopted) on the Land
 - (v) Any Pumping Station on the Land
 - (vi) Any unadopted roads footpaths cycle ways parking courts and drives on the Land
 - (vii) Any other land that does not form part of either of the Open Space or any Residential Unit on the Land

such proposals to include full details of the proposed structure and voting rights of the entity (the "Management Company")

- 12.2 The Owners shall not Occupy or cause or permit Occupation of any Residential Unit on the Land until:
- (i) the Management Company has been formed in accordance with the approved proposal; and
 - (ii) the Management Plan referred to in clause 13 below has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

13. Management Plan

- 13.1 Prior to Implementation the Owner shall prepare and submit to the Council for written approval (such approval not to be unreasonably withheld or delayed) a plan ("the Management Plan") containing proposals for arrangements to secure the future maintenance of the Common Parts referred to in clause 12.1 above by the Management Company (which may include a Transfer of the Common Parts to the Management Company or the granting of a long lease of the Common Parts by the Owner in favour of the Management Company) so as to ensure that the Common Parts are properly maintained such proposals to include details of how the costs of street lighting charges, cleaning and maintaining the Common Parts, shall be met (by residents of the Development or otherwise) and proposals for arrangements to secure the future access for the public to the Open Space and the Play Area
- 13.2 The Owners 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 (such approval not to be unreasonably withheld or delayed) have been fully implemented
- 13.3 At any time prior to the expiry of six months from Implementation the Owners may submit to the Council for its written approval alternative proposals for the maintenance and upkeep of the Common Parts, (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of this clause 13 shall apply to the extent that the Owners shall remain responsible for the maintenance and upkeep of the Common Parts until such alternative arrangements (as approved by the Council) have been fully implemented

14. Provision of Highways

- 14.1 Prior to first Occupation of any of the Open Market Housing Units the Owner will complete construction of and afford public access over all roads footpaths and cycleways within the Development and shall enter into arrangements to maintain the same in perpetuity or until the same are adopted by the County Council by agreement under section 38 of the Highways Act 1980

15. Provision of Rights of Way

- 15.1 Prior to first Occupation of any Open Market Housing Units the Owner will construct and dedicate as public highway the footpaths between the Development and the petrol station on the A27 to the satisfaction of the County Council

16. Solent Disturbance Mitigation Project

- 16.1 Prior to Occupation of any part of the Land the Owner shall pay to the Council the sum of £9116 (being the sum of £172 per dwelling) towards the funding of measures under the Solent SPA Interim Planning Framework.

17. The Education Contribution

The Owner shall not commence or introduce or cause permit or suffer to be commenced or introduced upon or at the Land any operation which amounts to Implementation at any time before the Owner shall have paid to the County Council or caused to be paid to the County Council the Education Contribution together with any Indexation

18. Monitoring Fee

The Owner shall pay the Monitoring fee of £10,000 to the Council prior to Implementation

19. Council Discretion

Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Town and Country Planning Act 1990 or under any other Act PROVIDED ALWAYS THAT this Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may or have been at any time issued by the Council or any other appropriate person pursuant to the provisions of the said Act

20. Disputes

Any dispute or difference between the parties in connection with this Agreement (which shall include any matter hereunder which the Council has the discretion to agree or approve but does not do so) shall be referred to and determined by a single arbitrator to be appointed by agreement by the parties to the dispute or in default of agreement to be either an independent and duly qualified surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or a member of any other appropriate professional body as may be agreed between the parties and any person appointed shall act as arbitrator under the Arbitration Act 1996. Such arbitrator's decision (including without limitation as to the payment of costs of the arbitration) shall be final and binding upon the parties save in respect of any decision which is founded upon error in law or legal interpretation by such arbitrator.

21. No Waiver

No waiver (whether expressed or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing at any time any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner.

22. Costs

- 22.1 Upon completion of this Deed the Owner hereby agrees to pay the Council's reasonable and proper legal and other costs of £ 2000 in connection with the preparation negotiation and completion of this Deed.
- 22.2 Upon completion of this Deed the Owner shall pay to the County Council their reasonable and proper legal costs of £ 750 incurred in connection with the preparation negotiation and completion of this Deed.

23. Successors

The expression "the Owner" and "the Mortgagee" shall include their respective successors in title and assigns.

24. Council Successors

The expression "the Council" shall include successors to its functions as Local Planning Authority for the purposes of the Town and Country Planning Act 1990.

25. Notices

25.1 Save where particular clauses specify otherwise all notices to be served and notifications to be given for the Council shall be marked for the attention of the Executive Head of Planning and the Built Environment and sent to Havant Borough Council, Public Service Plaza, Civic Centre Road, Havant Hampshire PO9 2AX.

25.2 Save where particular clauses specify otherwise all notices to be served and notifications to be given for the County Council shall be marked for the attention of the Head of Legal Services quoting reference PT/33A

26. Third Parties

The Contracts Rights of Third Parties Act 1999 shall not apply to this Agreement.

27. Local Land Charge

This Agreement is a local land charge and shall be registered as such

28. Liability

28.1 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

28.2 If the planning permission shall expire before Implementation or shall at any time be revoked modified or otherwise withdrawn then this Agreement shall immediately determine and cease to have further effect but in ceasing to have further effect shall not prejudice any express or implied rights accrued or accruing to the Owner by virtue of anything by the covenant in connection with or arising from the terms of this Agreement

28.3 The Council will on the written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation of it and cancel all related entries in the Register of Local Land Charges

29. Council Covenants

The Council covenants with the Owner as set out in Schedule 3

30. Interest on Late Payments

Any amount due from the Owner under this Agreement which is not paid on the due date shall be payable with interest calculated at the rate of 4% above

the base lending rate from time to time of Barclays Bank plc (calculated on a daily basis from the date on which it fell due).

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

Signed as a DEED by
LESLIE SHIPP

in the presence of

WITNESS Name *BERNARD C. MONEY.*

N Add *16 REGNUM COURT*
E *NORTH WALLS*
S *CHICHESTER PO19 1BZ*
S OCC *RETIRED.*

Signed as a DEED by
JILL IRENE SHIPP

in the presence of

WITNESS Name *BERNARD C. MONEY.*

N Add *16 REGNUM COURT*
E *NORTH WALLS*
S *CHICHESTER PO19 1BZ*
S OCC *RETIRED.*

Signed as a DEED by
DAVID PATRICK
KINGSTON CHRISTIAN

in the presence of

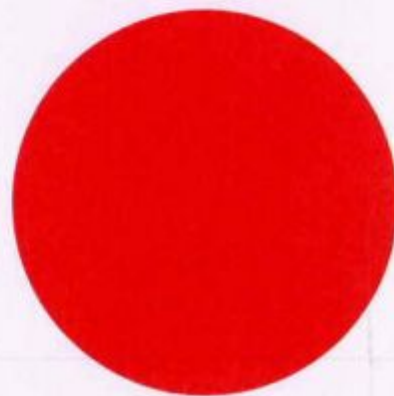
106 High Street
Crawley RH10 1BF
Solicitor

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



Authorised Officer 12969

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



Authorised Officer 36/6474

Schedule One

Affordable Housing

The Owner covenants with the Council as follows:

1. Sufficient land for the provision of the Affordable Housing Units will be identified and designated Affordable Housing Land and details submitted to the Council for approval at the Reserved Matters Stage
2. No less than 30% (16 units) of Affordable Housing Units shall be completed and made available for occupation prior to the Occupation of 60% of the Open Market Dwellings
3. Eleven units of Affordable Housing Units shall be Affordable Rented Units, being 3no x 1 bed flats; 3no x 2 bed flats; 2no x 2 bed houses and 3no x 3 bed houses.
4. Five units of Affordable Housing Units shall be Shared Ownership units, being 1no x 1 bed flat; 1no x 2 bed flat; 2no x 2 bed houses and 1no x 3 bed house.
5. All Affordable Housing Units on the Land will be integrated and compatible with the design of the Open Market Housing Units.
6. No more than 50% of Open Market Housing Units shall be constructed on the Land prior to provision of at least 9 Affordable Housing Units and thereafter the remaining Affordable Housing Units to be built on the Land shall be constructed contemporaneously with any Open Market Housing Units in order to provide a mixed development.
7. The Affordable Housing Units will be constructed to at least the minimum standard required by the Homes and Communities Agency Design and Quality Standards (2007) and the Code for Sustainable Homes Level 3 published by the Government (or such replacement guidance) or other similar standard as may be reasonably required by the Council.
8. Where Affordable Housing Funding has not been secured despite the use of reasonable endeavours so to do the Owner will notify the Council in writing that it has not been successful in securing Affordable Housing Funding and the

provisions of paragraph 1 of Schedule 3 shall apply.

9. The mortgage, rent and service charges to be charged on the Shared Ownership Units shall meet the requirements of an Affordability Test as follows:
 - the total cost to include mortgage rent and service charges payable by the occupier of the Shared Ownership Unit does not exceed more than thirty per cent (30%) of the gross median income plus five per cent (5%) of those persons on the Housing Registers held by the Help to Buy Agency in relation to Havant
 - the provisions of the Affordability Test may be varied by agreement in writing by the Owners and the Council
10. No Open Market Housing Units within the Development will be Occupied until either:
 - (a) the Owners have entered into a binding contract or an agreement for lease with a Registered Provider or an Alternative Affordable Housing Provider approved by the Council for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Land in consideration of the sum of £1 (save that if agreed between the Registered Provider and the Owners that the Owners should construct the Affordable Housing Units then the agreed cost of construction of such Affordable Housing Units shall be paid by the Registered Provider to the Owners) and has informed the Council to whom the Affordable Housing Land has been transferred); or
 - (b) the Affordable Housing Land has been transferred fully provided with services to a Registered Provider or an Alternative Affordable Housing Provider approved by the Council for the consideration of £1 and written evidence of compliance in respect of the above has been supplied to the Council to its satisfaction
11. Where the Owners intend to retain the ownership of the Affordable Housing Units in association with an Alternative Affordable Housing Provider or a Registered Provider and provide the same as Affordable Rented Units and/or Shared Ownership Units they shall only be used if the Registered Provider and/or the Alternative Affordable Housing Provider can demonstrate to the Council:
 - (a) A good judgement by the Homes and Communities Agency or successor body; and
 - (b) acceptable sustainable management arrangements and community development policies.

12. The transfer to the Registered Provider or Alternative Affordable Housing Provider of the Affordable Housing Land shall contain the following covenants by the Registered Provider or Alternative Affordable Housing Provider:
- (a) not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing; and
 - (b) not to dispose of any of the Affordable Housing Units other than by sale by way of (i) Shared Ownership or (ii) Affordable Rent to the intent that all Affordable Rented Housing Units shall be used for the purpose of providing Affordable Housing to Eligible Persons or (iii) pursuant to any statutory right to buy or right to acquire, and
 - (c) requiring the Registered Provider or the Alternative Affordable Housing Provider (or both of them, as appropriate) 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 100% of all subsequent true voids, and
 - (d) to manage all Staircasing Receipts of Affordable Housing Units which are grant funded in accordance with the Homes and Communities Agency regulations, and
 - (e) to provide the Council with details of Staircasing Receipts from non-grant funded Affordable Housing Units and in co-operation with the Council to reach agreement to invest 50% of the Staircasing Receipts in the provision of new build Affordable Housing or to invest in measures to enhance the provision of Affordable Housing within the administrative area of the Council provided that the use of Staircasing Receipts is limited to provision within the administrative area of the Council for a period of 3 years after receipt by the Registered Provider or Alternative Affordable Housing Provider and thereafter for a period of 1 year within the administrative area of Hampshire and thereafter to any Affordable Housing provision within the United Kingdom.
 - (f) the Low Cost Ownership Units (including Shared Ownership) shall be let to persons nominated by the Help to Buy Agency
13. Where the Owners intend to provide management services for the Affordable Housing Units in association with a Registered Provider or an Alternative Affordable Housing Provider they shall only be used if the 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.

14. The Affordable Rented Units shall only be occupied by Eligible Persons.
15. Any mortgagee chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 of the Affordable Housing Units ("the Mortgagee") shall be entitled to exercise its power of sale in respect of an Affordable Housing Unit or Affordable Housing Units free from the obligations set out in paragraphs 12 and 14 of this Schedule PROVIDED THAT the Mortgagee shall first follow the procedures set forth below:
- (a) the Mortgagee shall give written notice ("the Notice") to the Council of its intention to exercise its powers of the sale and shall at the time offer to sell ("the Offer") the Affordable Housing Unit or Affordable Housing Units to the Council for the open market value subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Deed which restrict Occupation to persons on the Council's Housing Register of the Affordable Housing Unit or Affordable Housing Units ("the Purchase Price")
 - (b) the Council shall notify the Mortgagee in writing within one (1) month of the date of the Offer whether or not it wishes to accept the Offer and if it does not wish to accept the Offer the Council may at the time of notifying the Mortgagee of its decision nominate a nominee ("the Nominee") in its place
 - (c) if the Council accepts the Offer or nominates a Nominee then the transfer to the Council or to the Nominee shall be completed within two (2) months of the date acceptance of the Offer ("the Completion Period")
 - (d) if the Council shall fail to give notice of intention to accept the Offer within one month of the date of the Offer or
 - (e) if the Council shall decline the Offer and fail to nominate a Nominee within one month of the date of the Offer or
 - (f) if either the Council or the Nominee shall at any time serve notice of intention to discontinue or
 - (g) if the transfer of Affordable Housing Unit or Affordable Housing Units shall not be Completed within the Completion Period notwithstanding the readiness willingness and ability of the Mortgagee to complete the transfer
 - (h) Then in any of the above circumstances the Mortgagee shall be entitled (subject to compliance with Sections 39 to 50 of the Housing Act 1996 so far as is applicable) to exercise its powers of sale unfettered by the restrictions in paragraphs 12 and 14 of this schedule which shall not be binding upon the Mortgagee, any purchaser from the Mortgagee or any subsequent successor in title of the Affordable Housing Unit or Affordable

Housing Units and at the written request of the Mortgagee the Council shall expeditiously issue written confirmation that the restrictions in this paragraphs 12 and 14 of this schedule have been discharged and rendered of no effect in respect of the Affordable Housing Unit or Affordable Housing Units and the Council shall take steps to cancel any entry in the Local Land Charges Register insofar as it may be recorded against the Affordable Housing Unit or Affordable Housing Units

16. The covenants set out in 12 and 14 of this schedule shall not be binding or enforceable against any purchaser who purchases from the Registered Provider the entire freehold to an Affordable Housing Unit or a long leasehold interest in an Affordable Housing Unit nor shall such covenants be binding or enforceable against such a purchaser's mortgagees, chargee or a receiver appointed and in all cases those deriving title from any of them and their successors in title
17. The Affordable Housing Units provided on the Property will be monitored in order to ensure compliance with the obligations in this Schedule and the Owners will impose a covenant upon the Registered Provider or the Alternative Affordable Housing Provider 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 Two
Employment and Skills Plan

Site
Landowner/developer
Planning application number
This document forms the developer's response to sections XX of the Section 106 Agreement between XX and XX dated XX.
Development give a brief description of the proposed development including identifying what is being built, the estimated construction cost, the start date, the period of construction and what the end use(s) of the development will be.
Opportunities 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.
Contact details Please provide full contact details for the developer's project team.

Delivery

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 construction phase of the development.

Please provide any other relevant information to support the employment and skills plan.

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

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.

provide any other relevant information to support the employment and skills plan.

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

Monitoring

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

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Employment and Skills Matrix

Category	NSAFC-CBA benchmark	Activity	Number of people	Supervision	Dates	Notes
Work placement (14-16 years)						
Work placement (16-19 years)						
Work placement (19+ years)						
Curriculum support activities – individual engagement						
Graduates - persons						
Apprentice starts – persons						
Existing apprentices – persons						
Apprentice completions - persons						
Jobs advertised through local employment vehicles – number						
NVQ starts for sub-contractors						
NVQ completions for sub-contractors						
Training plans for sub-contractors - number						

Supervisor training for sub-contractors - persons						
Leadership and management training for sub-contractors - persons						
Advanced health and safety training for sub-contractors - persons						
Construction Skills Certification Scheme (CSCS) cards	n/a					
Support with transport, childcare and work equipment	n/a					
Recruitment through Jobcentre Plus	n/a					
Recruitment through other local employment vehicles	n/a					
Work trials and interview guarantees	n/a					
Pre-employment training	n/a					
In-house training schemes	n/a					

Schedule Three

Council's Covenants

1. In the event that the Owner serves notice pursuant to paragraph 8 of Schedule 1, the Council will, where it is reasonably satisfied that the Owner has complied with the obligations to use reasonable endeavours in all material aspects, issue a written notice to the Owner authorising the Owner to adjust the proportion of Affordable Housing Units to a figure to be agreed with the Council subject to:
 - the level of any Affordable Housing Funding available;
 - the Homes and Communities Agency's "Economic Assessment Tool" or any such other economic assessment tool submitted by the Owners and agreed by the Council to evaluate the portion of Affordable Rented Housing Units to be provided with the level of Affordable Housing Funding available and
 - the results of any financial viability assessment carried out by the Owner

Schedule Four

Draft Planning Permission

To:
Mr White
Genesis Town Planning
26
Chapel Street
Chichester
West Sussex
PO19 1DL

For: Mr White
Telstar Limited

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

Application Number: APP/14/00360

Site Address: Coldharbour Farm - Phase 2, Coldharbour Farm Road, Emsworth

Proposal: Outline application for the construction of 53 dwellings with new vehicular access from Coldharbour Farm Way with all other matters reserved.

Further to your application received on 03 April 2014 (which was valid from 04 April 2014) Havant Borough Council, as Local Planning Authority, **Grants Outline Planning Permission** for the above proposal in accordance with the submitted plans and particulars as detailed below.

This permission is subject to compliance with:

- (i) The plans and other documents submitted with regard to your application; and
- (ii) The following conditions:

Conditions:

- 1 The development hereby permitted shall be begun before the expiration of 2 years from the date of the approval of the last of the reserved matters to be approved.

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

- 2 Application for approval of reserved matters shall be made to the Local Planning Authority before the expiration of 3 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.

- 3 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 any development is commenced:

- (i) the scale of the development;
- (ii) the appearance of the development
- (iii) the landscaping of the site
- (iv) the layout of all the buildings

Reason: In order to secure a satisfactory development.

- 4 No development hereby permitted shall commence until 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 have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and programme as are thus approved by the Authority.

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.

- 5 Construction of the buildings hereby permitted shall not commence until samples and details of all external facing and roofing materials shall be submitted to and approved by the Local Planning Authority. Thereafter only such approved materials and finishes shall be used in carrying out the development.

Reason: To ensure the appearance of the development is satisfactory and having due regard to policies CS11.4, CS16 and DM9 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 6 No development hereby permitted shall commence until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall not commence until the implementation of all such hardsurfacing has been completed in full accordance with that specification.

Reason: In the interests of the amenities of the locality and having due regard to policies CS11.1, CS11.4, CS16, and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 7 No development hereby permitted shall be commenced until a detailed soft 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, CS11.2, CS11.4, CS12, CS16, DM8 and DM9 of the Havant Borough Local Plan (Core Strategy) 2011 and the

National Planning Policy Framework 2012.

- 8 No development hereby permitted shall commence until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure, including acoustic fences where appropriate have been submitted to and approved in writing by the Local Planning Authority. Unless agreed otherwise in writing by the Authority, the development hereby permitted shall not commence prior to the completion of the installation of all screening provision as is thus approved by the Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.

Reason: To safeguard the amenities of the locality and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 9 No development hereby permitted nor any related site clearance shall commence until plans and particulars specifying the finished levels (above ordnance datum) of both the ground floors of the proposed buildings and the surrounding ground levels in relation to existing ground levels have been submitted to and approved by the Local Planning Authority.

Reason: In the interests of the amenities of the locality and having due regard to policies CS11.1, CS11.4, CS16, and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 10 No development hereby permitted nor any related site clearance shall commence until 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 the development hereby permitted, all such temporary parking provision shall be provided and used only as such.

Reason: [To safeguard the amenities of the locality and/or in the

interests of traffic safety] 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.

- 11 No development hereby permitted nor any related site clearance shall commence until plans and particulars specifying the provision to be made for a material storage compound within the site have been 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 and no materials shall be stored anywhere else on the site.

Reason: in the interests of traffic safety and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 12 The development hereby permitted shall not commence until plans and particulars specifying the provision to be made for external lighting, including any lighting to be included along the shared cyclepath / footpath link to the A27 service station has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.

Reason: To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 13 The development shall not be brought into use until space for the loading, unloading, parking and turning of vehicles has been provided within the site, surfaced and marked out in accordance with details to be agreed in writing with the Local Planning Authority. Such areas shall thereafter be retained and used solely for those purposes.

Reason: 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.

- 14 Prior to the commencement of any development a detailed scheme of site-wide ecological mitigation and enhancement measures (to include but not necessarily restricted to: site plan showing all ecological features; location, extent and composition of mitigation/ enhancement habitat; details of

management of mitigation/enhancement features; measures to protect ecological features) shall be submitted to, and agreed in writing by, the Local Planning Authority. Such details shall be in accordance with the outline mitigation, compensation and enhancement measures detailed within the revised Extended Phase 1 Habitat Survey and Bird Habitat Suitability Assessment report (received on 23 June 2014). Any such measures shall thereafter be implemented in accordance with the agreed details, unless otherwise agreed in writing by the Local Planning Authority, and all such measures shall be permanently retained in accordance with the approved plan.

Reason: to provide ecological protection and enhancement in accordance with policy CS11 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 15 Details of the table top feature to be included at the junction of cyclepath/footpath 71 and the newly formed vehicular access into Coldharbour Farm shall be submitted to the Local Planning Authority for consideration. Any agreed table top feature shall be provided prior to the occupation of the first 25 dwellings constructed.

Reason: to ensure the safety of pedestrians and cyclists using Footpath 71 and having due regard to policy DM.... of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 16 Prior to the commencement of development, the developer shall enter into a Section 278 agreement with the Highways Authority for the crossing of Footpath 71 and the works required to connect the road and footway at the end of the Coldharbour Farm Road to an adoptable standard. Any such works shall be fully completed prior to the occupation of any dwellings.

Reason: to ensure the safety of cyclists and pedestrians and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 17 Prior to the commencement of development, details are to be provided and agreed by the Local Planning Authority with regards to suitable interim and advance warning signage to be erected at the junction of Footpath 71 and the vehicular entrance to the site prior to the commencement of development. Any agreed signage shall be provided prior to the commencement of

development.

Reason: to ensure the safety of cyclists and pedestrians and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 18 No development shall take place until a detailed design for the proposed infiltration basin has been submitted to and approved in writing by the local planning authority. The design will need to:
1. Demonstrate that the infiltration basin provides sufficient compensatory storage for the proposed land raising elsewhere on site. Design information to include location plans, calculations and cross sections.
 2. Demonstrate that the infiltration basin will be designed to a 1 in 100 year rainfall event plus an allowance for climate change Design information to include location plans, calculations and cross sections.
 3. Provide detail of any structures including control structures.

Reason: To prevent the increased risk of flooding, both on and off site and having due regards to Emerging Policy DM25 of the Local Plan (Allocations) and Policy CS15 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 19 No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the local planning authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 year (with an allowance for climate change) will not exceed the run-off from the existing site following the corresponding rainfall events.

The drainage scheme should:

1. Provide an assessment of how the site is currently drained, its existing runoff rates and the proposed runoff rates. It should demonstrate that the combined flow from the proposed development does not exceed existing rates.
2. Demonstrate the surface water run-off generated up to and including the 1 in 100 year an allowance for climate change will not exceed the run-off from

the existing site following the corresponding rainfall event.

3. Demonstrate the measures employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of the receiving waters.

4. Include details of how the scheme shall be maintained and managed after completion. This shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable urban drainage scheme throughout its lifetime.

5. A timetable for its implementation.

6. A written summary of the scheme, including supporting calculations

The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

Reason: To prevent the increased risk of flooding, both on and off site and having due regards to Emerging Policy DM25 of the Local Plan (Allocations) and Policy CS15 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 20 No development hereby permitted shall commence until plans and particulars specifying the layout, depth and capacity of all foul and surface water drains and sewers proposed to serve the same, including interalia details of Sustainable Drainage Systems and their maintenance, land drainage and off site sewer works have been submitted to and approved in writing by the Local Planning Authority, the development hereby permitted shall not be brought into use prior to the completion of the implementation of such drainage provision in full accordance with such plans and particulars as are thus approved by the Authority

Reason: to safeguard the amenities of the locality and ensure that all such drainage provision is constructed to an appropriate standard and quality and having due regards to Policy DM25 of the Local Plan (Allocations) and Policy CS15 of the Havant Borough Local Plan (Core Straregy) 2011 and the National Planning Policy Framework.

- 21 Notwithstanding the submission of the Noise Assessment August 2013 by White Young Green with the outline application, no development hereby permitted shall commence until a scheme for protecting the proposed dwellings and their gardens from noise from the A27 has been submitted to and approved in writing by the Local Planning Authority. The dwellings shall not be brought into use until the implementation

of all works forming part of such approved noise protection scheme has been completed in full accordance with all detailed components of such scheme.

The scheme is required to achieve the following requirements:

Maximum noise level (predicted 15 years from completion of dwellings) in habitable rooms, with windows closed and other means of ventilation provided:

Daytime 35 dB LAeq,16h

Night time 30 dB LAeq,8h and should not regularly exceed 45 dB LAmax, F.

Reason: To safeguard the amenities of occupiers of those dwellings and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the NPPF.

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

Block and Location Plan - DN: 12 Rev B

Feasibility Layout Plan (colour) for Illustrative Purposes - DN: 10 Rev I

Proposed Floor Plans - for Illustrative Purposes

Streetscene Elevations - for Illustrative Purposes DNs: 14 and 15

Landscape Master Plan - for Illustrative Purposes

Planning Design and Access Statement - received on 3 April 2014

Transport Statement - Bellamy Roberts - received on 3 April 2014

Travel Plan - Bellamy Roberts - received on 3 April 2014

Noise Assessment - White Young Green - received on 3 April 2014

Extended Phase 1 Habitat Survey and Bird habitat Suitability Assessment - Ecosulis (received on 23 June 2014)

Landscape and Visual Impact Appraisal - Lizard Landscape Design - received on 3

April

Location of Viewpoints Map - DN: Figure No. 1

Landscape and Planting Specification - Lizard Landscape Design

Landscape Masterplan - DN: LLD653/01

Energy Statement - received on 3 April

Affordable Housing Statement

Flood Risk Assessment and Drainage Strategy (received on 23 June 2014)

Reason: - To ensure provision of a satisfactory development.

- 23 All material arising from the excavation of the attenuation basin shall be removed from the site unless expressly agreed to be used in conjunction with raising the levels of house plots within Flood Zones 2 and 3.

Reason: To prevent the increased risk of flooding, both on and off site and having due regards to Emerging Policy DM25 of the Local Plan (Allocations) and Policy CS15 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.

- 24 No development shall commence until an Arboricultural Impact Assessment and Method Statement has submitted to and agreed in writing by the Local Planning Authority. The proposed works shall be carried in accordance with the approved details.

Reason: to ensure the trees are not adversely affected by the construction of the development and having due regard to Policy DM8 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

Other Important Information:

- (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 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.
- (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 Civic Offices or by telephoning 023 9244 6015.

(4)

Your attention is drawn to the provisions of Section 12 of the Hampshire Act 1983, relating to access for the Fire Brigade. A copy of the Act may be inspected at the Planning and Development Reception at the Civic Offices.

(5)

Before undertaking any work which affects a public highway (including a footpath) you must obtain specific written approval from the Head of Technical Services, Havant Borough Council, Civic Offices, Civic Centre Road, Havant PO9 2AX (tel. no (023)9244 6428/9). This requirement applies not only to the creation of new vehicle accesses involving excavation within a footway, verge or carriageway but also to the stopping of existing access(es) or the construction of new boundary walls and foundations immediately alongside

(6)

the public highway.

You are advised that consent may be required from Southern Water Services Ltd to build in the vicinity of public sewer. You can inspect a copy of the Southern Water Services Maps of public sewers, which are held by Technical Services at the Civic Offices to determine the proximity of any public sewer to the proposed development. If you are in any doubt or need information regarding the procedure for obtaining consent from Southern Water Services Ltd, you should seek further advice from the Development Control Manager, Southern Water Services Ltd (01962 714585).

(1)

The applicant/developer should enter into a formal agreement with Southern Water to provide the necessary sewerage infrastructure required to service this development. Please contact Southern Water, Sparrowgrove House, Sparrowgrove, Otterbourne, Hampshire SO21 2SW (Tel: 0330 303 0119) or www.southernwater.co.uk "

(2)

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,

- (3) The applicant is advised that the development the subject of this outline consent is liable to the Community Infrastructure Levy (CIL) Schedule which became a material planning consideration on 1st August 2013. On approval of the last reserved matter arising from this outline consent, this development will be liable to pay the Council's CIL upon commencement of development. For further information, see the CIL pages online at www.havant.gov.uk

XXXXXXXXXX

XXXXXXXXXX

XXXXXXXXXX

Schedule 5
Plan A

block plan 1:500

location plan 1:1250

