

DATED

12th June

2013

(1) WILLIAM RONALD STRIDE AND PAMELA ELIZABETH
BLOWE

and

(2) THE COUNCIL OF THE BOROUGH OF HAVANT

and

(3) HAMPSHIRE COUNTY COUNCIL

DEED

Pursuant to (inter alia)

Section 106 of the Town and Country Planning Act 1990

relating to land at

Land at Manor Farm, Hallett Road, Havant in Hampshire

**SJS
LAW**

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THIS DEED is made the

12th day of

June

2013

BETWEEN

- (1) **WILLIAM RONALD STRIDE** of Manor Farm, Hallett Road, Havant Warblington, Hampshire PO9 2PT and **PAMELA ELIZABETH BLOWE** of 11 Marborough Park, Warblington, Havant, Hampshire PO9 2PP ("**the Owners**")
- (2) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX ("**the Council**")
- (3) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ ("**the County Council**")

WHEREAS:

- (1) The Council is the local planning authority for the purposes of the Act and a local housing authority for the purposes of the Housing Act 1985 for the area within which the Property is situate
- (2) The County Council is the 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 and the transport authority for Hampshire for the purposes of the Transport Acts of 1985 and 2000 for the area within which the Property is situate
- (3) The Owners are the registered proprietors of the Property
- (4) A planning application has been made for the Development to the Council and the Council being desirous of improving the area and general locality of the Property and wishing to restrict and regulate the development and use of the Property is minded to grant planning permission pursuant to the Application.

NOW THIS DEED WITNESSETH as follows:

1. Statutory Powers

This Deed is made pursuant to Section 106 of the Town and Country Planning Act 1990

2. Planning Obligations

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

3. Covenants Binding on Commencement

The covenants, undertakings, obligations and restrictions in this Agreement shall become binding on the parties to this Agreement upon Commencement

4. Definitions

- 4.1. 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.

Adjoining Land: means the freehold land registered at the Land Registry under title numbers SH25428, SH25430 and SH25433 as shown edged red on Plan B

Adjoining Land Deed: means the Deed made pursuant to the Section 106 of the Town and Country Planning Act 1990 dated of even date hereof and made in relation to the Adjoining Land

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 whose incomes are insufficient for them to afford adequate housing locally on the open market.

Affordable Housing Property Strategy means a strategy for the provision of affordable housing units on the Property

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 Property 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 Property (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 Property to be used for the provision of the Affordable Housing Units

Affordable Housing Masterplan means the strategy for Affordable Housing across the Site.

Affordable Housing Units means the 32 residential units (being 35% of the total residential units on the Development) to be provided as Affordable Housing on the Property in accordance with the Housing Mix Ratio together with car parking spaces as appropriate either within the curtilage of the unit or separate comprising 8 No. 3 bed, 18 No. 2 bed and 6 No.1 bed units

Alternative Affordable Housing Provider means either one or a combination of:

- a) a body registered as a provider of social housing with the Social Housing Regulator under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the Council as may be constituted under any legislation replacing that provision ; or
- b) such other body eligible to receive grant monies from the Council or the Homes and Communities Agency able to lawfully own or manage housing for Qualifying Persons in Housing Need and approved by the Council; or
- c) any company or organisation specialising in the delivery of Affordable Housing and approved by the Council.

Affordable Rented Units means those Affordable Housing Units that have the same characteristics as Social Rented Housing except that they are outside of the national rent regime but are subject to other rent controls that require it to be offered to eligible households at a rent of up to 80% of local market rents and in accordance with the guidance issued by the Homes and Communities Agency from time to time.

Application means that part of the hybrid application submitted to the Council for the development of the Site given reference number APP/12/01222 that relates to the

Property for the erection of 91 dwellings being 59 open market units comprising 9 No. 5 bed, 38 No. 4 bed and 12 No. 3 bed houses and 32 affordable units (flats and houses) comprising 8 No. 3 bed, 18 No. 2 bed and 6 No.1 bed units including storage building and bin store; and incorporating new pump station and open space with play area and including the demolition of two dwelling houses but shall expressly exclude that part of above hybrid application that relates to the Adjoining Land

Base Rate means the base rate from time to time of Barclays Bank PLC

Boundary Hedges means the mixture of native trees and shrubs planted along the boundary of the Property as shown indicatively edged red on Plan D

Commencement means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 on the Property but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Property and Commence and Commences shall be construed accordingly

Common Parts means the parts of the Property which do not comprise a Dwelling or the curtilage of a Dwelling and shall without prejudice to the generality thereof include the Open Space, roads, communal parking areas, footways, footpaths landscaped areas, amenity spaces, allotments, SUDS, Pumping Station and street furniture

Completion means the practical completion of all Development upon the Property

Default Interest Rate means 4% per annum above the Base Rate.

Development means the development of the Property authorised by the Planning Permission.

Dwelling means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.

Education Contribution means the sum of FOUR HUNDRED AND TWENTY THOUSAND POUNDS (£420,000) payable to the County Council together with any indexation on such amount in accordance with clause 9 towards the cost of providing or improving primary educational facilities in the vicinity 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 Property Plan means 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 within the Property as envisaged within the Employment and Skills Master Plan

Employment and Skills Master 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 7 to the reasonable satisfaction of the Council.

Homebuy Agent 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

Housing Mix Ratio means the following ratio of Affordable Housing to be provided on the Property:

70% to be available as Affordable Rented Units; and

30% available as Shared Ownership Units or for sale on any other shared equity schemes

Highways Contribution means the sum of THREE HUNDRED AND FIFTY ONE THOUSAND AND TWENTY ONE POUNDS (£351,021) together with any indexation on such amount in accordance with clause 9 being a contribution (being applied at such time and in such manner as the County Council shall in its absolute discretion determine) to the costs to be incurred by the Council or Hampshire County Council in the provision, improvement and maintenance of those highways works specified in the Havant Borough Transport Statement in the vicinity of the Development provided they are necessary for the successful integration of this Development into the local area

Index Linked means increased in accordance with the following formula such indexation shall only be applied in circumstances where the RPI at the date of payment stands at a higher level than it did at the date of the Planning Permission for the Development:

$$A \times \frac{C}{B}$$

Where: A = the contribution amount

B = the last figure published prior to the grant of Planning Permission

C = the last figure published prior to the Commencement of Development

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 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 2

Occupation means occupation of any Dwelling comprised within the Development for residential purposes and Occupy shall be construed accordingly

Open Space means the areas of open space to be laid out within the Site as part of the Development as shown for identification purposes on Plan E

Open Space Master Plan means a Site wide strategy setting out how the Open Space and Play Area and SUDS Master Scheme together with any land which is not to be developed and any landscape features are to be retained and any other feature within the Site where there is or will be a biodiversity interest

Open Space Property Plan means a Property wide strategy setting out how any Open Space or Play Area or SUDS Property Scheme within the Property together with any land which is not to be developed within the Property in accordance with the Open Space Master Plan will be provided, managed and regularly maintained in accordance with the provisions of paragraph 5 of schedule 2

Open Space Works means works to provide the Open Space on the Property

Open Market Housing Units means those Dwellings on the Property that are general market housing for sale on the open market and which are not Affordable Housing Units.

Playing Space Contribution means a sum of Ten Thousand Pounds (£10,000) towards the provision and/or improvement of off-site playing pitches and court improvements in the local area payable in accordance with paragraph 1 of Schedule 2

Plan A means the plan annexed hereto marked "A"

Plan B means the plan annexed hereto marked "B"

Plan C means the plan annexed hereto marked "C"

Plan D means the plan annexed hereto marked "D"

Plan E means the plan annexed hereto marked "E"

Plan F means the plan annexed hereto marked "F"

Planning Permission means the planning permission for the development of the Property granted pursuant to the Application.

Play Area means the areas within the Site comprising part of the Open Space shown for the purposes of identification only shown on Plan E

Property means that part of the freehold land at Manor Farm, Hallett Road, Havant registered at the HM Land Registry under title number SH28647 as shown edged red on Plan C

Pumping Station means the sewage pumping station and additional storage shown indicatively shaded purple on Plan F

Registered Provider means a Registered Provider as defined in Part 1 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

Residential Master Travel Plan means a travel plan for the Site prepared in accordance with the framework set out in paragraph 2 of Schedule 1

Residential Property Travel Plan means a travel plan for the Property prepared in accordance with the Residential Master Travel Plan

Residential Travel Plan Assessment Fee means the sum of SEVEN HUNDRED AND FIFTY POUNDS (£750) payable to the County Council for the assessment of the Residential Master Travel Plan by the County Council

Residential Travel Plan Cash Deposit means the sum or sums of money payable by the Owners to the County Council in respect of their obligations under the Residential Property Travel Plan provided that the same shall not exceed the sum of TWELVE THOUSAND TWO HUNDRED AND SEVENTY FOUR POUNDS AND FOUR PENCE (£12,274.04)

Residential Travel Plan Monitoring Fee means the sum of SEVEN THOUSAND FIVE HUNDRED POUNDS (£7,500) payable to the County Council for the monitoring of the Residential Master Property Travel Plan by the County Council.

Residential Units means the residential dwellings whether individually or in groups and whether divided vertically or horizontally to be built on the Property

S106 Monitoring Fee means the sum of £5,000 (FIVE THOUSAND POUNDS) being Fees (being 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 inter alia is to monitor coordinate and enforce section 106 Obligations.

Shared Ownership Units means Affordable Housing Units leased to a lessee who purchases a percentage of the equity of the Affordable Housing Unit and pays a rent in relation to the share of the equity retained by the Registered Provider/Alternative Affordable Housing Provider and the lessee has the right to acquire 100% of the equity in such unit

Site: means the Property and the Adjoining Land as shown edged red on Plan A

Social Rented Units means those residential properties owned and managed by a Registered Provider for which guideline target rents are determined through the national rent regime as set out in the Three Year Review of Rent Restructuring (July 2004)

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 Property

SUDS Master Scheme means the scheme(s) of Sustainable Urban Drainage for the Site

SUDS Property Scheme means the scheme(s) of Sustainable Urban Drainage for the Property prepared in accordance with the SUDS Master Scheme

VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax.

Working Day means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

- 4.2. Clause headings shall not affect the interpretation of this deed.
- 4.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 4.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 4.5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular
- 4.6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 4.7. A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 4.8. A reference to a statute or statutory provision is a reference to it as it is in force at the date of this deed; provided that, as between the parties, no such amendment, extension or re-enactment shall apply to this deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.

- 4.9. A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this deed under that statute or statutory provision.
- 4.10. A reference to writing or written does not include faxes or e-mail.
- 4.11. A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 4.12. References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this deed.
- 4.13. An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 4.14. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

5. Statutory provisions

- 5.1. This deed constitutes a planning obligation for the purposes of section 106 of the Act.
- 5.2. The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owners with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 5.3. The covenants, restrictions and obligations contained in this deed are enforceable by the Council and the County Council as appropriate in accordance with section 106 of the Act.

6. Conditionality

With the exception of clauses 1, 2, 3, 6, 11, 12, 14, 15, 16, 17, 18, 19, 21 (which take effect immediately), this deed is conditional on (i) the grant and issue of the Planning Permission and (ii) Commencement of the Development

7. Covenants

- 7.1. The Owners covenant with the Council to observe and perform such of the covenants, restrictions and obligations contained in Schedule 2 and Schedule 3 and with the County Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1 and Schedule 3.
- 7.2. The Council covenants with the Owners to observe and perform the covenants, restrictions and obligations contained in Part 1 of Schedule 4
- 7.3. The County Council covenants with the Owners to observe and perform the covenants, restrictions and obligations contained in Part 2 of Schedule 4

8. Exclusions of Liability

- 8.1. Notwithstanding any other provision of this Deed, the obligations contained within clause 7 shall not be binding upon or enforceable against the occupiers of any Dwelling nor any mortgagees of any occupiers of any Dwelling nor any providers of utility services
- 8.2. No obligation undertakings or liabilities under this Deed (save in relation to obligations undertakings and liabilities in respect of the Affordable Housing Units set out in Schedule 2 to this Deed) shall in any circumstances be enforceable against a Registered Provider its purchasers or lessees of any individual dwellings comprised

within the Affordable Housing Units or their mortgagees or successors in title to either the Registered Provider the purchasers or lessees or mortgagees

9. Indexation

- 9.1. The Highways Contribution shall be Index Linked from the date that the Planning Permission is granted until the date of payment.
- 9.2. The Education Contribution shall be indexed from the date that Planning Permission is granted until the date of payment of the relevant instalment and shall be linked to the Public Sector Index (Non Housebuilding)(PUBSEC) published by the Department for Business Innovation and Skills multiplied by the regional factor for Hampshire (or amendment/comparable replacement thereof)
- 9.3. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council or the County Council shall advise the Owners in writing

10. Release

No person (including any subsequent successors in title to the Property) shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

11. Determination of deed

- 11.1. The obligations in this deed shall cease to have effect if before the Commencement of Development, the Planning Permission:
- (a) expires;
 - (b) is varied or revoked other than at the request of the Owners; or
 - (c) is quashed following a successful legal challenge.
- 11.2. Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State upon appeal or reference to him after the date of this Deed

12. Local land charge

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

13. Interest on late payment

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

14. Reasonableness

Any approval, consent, direction, authority, agreement or action to be given by the Council or the County Council under this deed shall not be unreasonably withheld or delayed.

15. Cancellation of entries

- 15.1. On the written request of the Owners at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council or the County Council, as appropriate, will issue a written confirmation of such performance or discharge.
- 15.2. Following the performance and full satisfaction of all the terms of this deed or if this deed is determined pursuant to clause 11 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owners cancel all entries made in the local land charges register in respect of this deed.

16. Disputes

If any dispute arises out of this deed, the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

17. No fetter of discretion

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

18. No compensation payable

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

19. Waiver

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

20. Future Permissions

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

21. Notices

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

22. Third party rights

No person other than a party to this deed shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

23. Severance

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

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

24. Value added tax

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

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

25. Governing Law

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

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

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

Signed as a **DEED** by me)

WILLIAM RONALD STRIDE)

In the presence of)

Witness sign)

Witness print name)

Witness print address)

Signed as a **DEED** by me)

PAMELA ELIZABETH BLOWE)

In the presence of)

Witness sign)

Witness print name)

Witness print address)

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



[Redacted signature]

Deputy to the

Solicitor to the Council

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



[Redacted signature]

Authorised Officer

36/4735

Schedule 1

Covenants to the County Council

1. Highways Contribution

- 1.1. The Owners covenant not to Commence more than 49 Residential Units on the Property permitted by the Planning Permission until they have paid or caused to be paid to the County Council the Highways Contribution.

2. Residential Travel Plans

The Owners covenant:

- 2.1. Prior to Commencement of the Development to prepare and submit a draft of the Residential Master Travel Plan to the County Council for its approval in writing (whether pursuant to this Deed or the Adjoining Land Deed) such Residential Master Travel Plan to be based on the Residential Master Travel Plan Framework contained in Schedule 6
- 2.2. Prior to Occupation of the Development to pay the Residential Travel Plan Monitoring Fee and Residential Travel Plan Assessment Fee to the County Council
- 2.3. Not to Occupy the Development unless and until the Residential Master Travel Plan has been approved in writing by the County Council
- 2.4. Not to amend the Residential Master Travel Plan without the prior written approval of the County Council
- 2.5. Prior to the Commencement of Development to prepare and submit a draft of the Residential Property Travel Plan for its approval in writing such Residential Property Travel Plan to be prepared in accordance with the Residential Master Travel Plan
- 2.6. Not to Occupy the Development unless and until the Residential Property Travel Plan has been approved in writing by the County Council
- 2.7. Not to use the Development otherwise than in accordance with the approved Residential Property Travel Plan (including any approved amendments to them)
- 2.8. Prior to the Occupation of the Development to appoint a Travel Plan Coordinator as defined by and in accordance with the approved Residential Property Travel Plan PROVIDED THAT:-
 - 2.8.1. the post of the Travel Plan Coordinator shall be retained for a period of at least five years from the date of first Occupation;
 - 2.8.2. the Travel Plan Coordinator shall be responsible for (amongst other things) monitoring the performance of the Residential Property Travel Plan;
 - 2.8.3. the Travel Plan Coordinator shall provide a progress report (as to the performance of the Residential Property Travel Plan) to the County Council no less than once every year throughout the monitoring period being from the date of first Occupation until a date at least five years thereafter
- 2.9. Not to Occupy the Development unless and until the Residential Travel Plan Cash Deposit has been paid to the County Council PROVIDED THAT:-
 - 2.9.1. if monitoring of the Residential Property Travel Plan (in accordance with the terms of this Deed) indicates that the terms and provisions of the approved Residential Property Travel Plan are not being complied with the County Council shall by written notice require the Owners to take such steps as are reasonable and necessary to remedy such breach and shall provide the Owners with a reasonable period within which to do so;

- 2.9.2. if the Owners fail to remedy the breach within the period set out in the notice received pursuant to sub-paragraph 2.9.1 above the County Council shall be entitled to use the Residential Travel Plan Cash Deposit as appropriate and as may be required for the County Council to remedy the said breach and (if required to do so by the County Council) the Owners shall top up the Residential Travel Plan Cash Deposit by such amount or amounts as may be necessary to ensure that the same are commensurate with the Owners residual liability under the approved Residential Property Travel Plan
- 2.9.3. if the Owners implement and perform any of the terms and provisions of the approved Residential Property Travel Plan and provide written evidence of the same to the County Council the Residential Travel Plan Cash Deposit shall be reduced by such amount as may be agreed between the Owners and the County Council;
- 2.9.4. On the fifth anniversary of Occupation of the last Open Market Housing Unit within the Development and upon receipt of written evidence from the Owners to the County Council that it has implemented and performed all of the terms provisions measures and/or targets as set out in the approved Residential Property Travel Plan the Residential Travel Plan Cash Deposit or any residue thereof shall be returned to the payee with any interest accrued thereon
- 2.10. That upon the Transfer of on the grant of a long lease of the Common Parts to the Management Company or other transferee the Owners shall ensure that any such Transfer of long lease shall include a covenant the Management Company or other transferee shall be responsible for the implementation and continued implementation of the obligations contained in paragraph 2 of this Schedule

3. Education

- 3.1. The Owners covenant not to Commence or to permit Commencement of the Development permitted by the Planning Permission until they have paid or caused to be paid to the County Council the sum of Two Hundred and Ten Thousand Pounds (£210,000) (being 50% of the Education Contribution) such sum to be used towards the cost of providing or improving primary educational facilities in the vicinity of the Development
- 3.2. The Owners covenant not to Commence more than 49 Residential Units on the Property permitted by the Planning Permission until they have paid or caused to be paid to the County Council the balance of the Education Contribution.

Schedule 2

Covenants to the Council

1. Playing Space Contribution

- 1.1. The Owners covenant not to Commence the Development unless and until they have paid or caused to be paid to the Council the Playing Space Contribution being a contribution (being applied at such time and in such manner as the Council shall in its absolute discretion determine) to the costs to be incurred by the Council in the provision, improvement and maintenance of off-site pitches and courts to meet the needs of new housing development

2. S106 Monitoring Fee

- 2.1. Not to Commence the Development until they have paid or caused to be paid to the Council the S106 Monitoring Fee being a contribution (being applied at such time and in such manner as the Council shall in its absolute discretion determine) to the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function inter alia is to monitor coordinate and enforce section 106 Obligations,

3. Management of the Property

- 3.1. The Owners covenant not to Commence the Development unless and until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the Owners' proposal for an entity to be responsible for the maintenance and management of Common Parts including the following features:

- (i) Any Open Space within the Property
- (ii) Any Play Area within the Property
- (iii) Any Boundary Hedges within the Property
- (iv) Any SUDS Scheme (if unadopted) within the Property
- (v) The Pumping Station within the Property
- (vi) Any unadopted roads footpaths cycle ways parking courts and drives within the Property
- (vii) Any other land that does not form part of either of the Open Space or any Residential Unit within the Property

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

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

4. Management Company

- 4.1. Prior to the expiry of six months from Commencement of Development to supply to the Solicitor to the Council for written approval by the Council (such approval not to be unreasonably withheld or delayed):-
 - 4.1.1. a draft memorandum and articles of association for the Management Company and/or a draft of the transfer/lease for the purpose of managing maintaining and cleansing of the Common Parts; and
 - 4.1.2. 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 to the Management Company or the granting of a long lease of the Common Parts by the Owners 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
 - 4.1.3. proposals for arrangements to secure the future access for the public to the Open Space and the Play Area
- 4.2. Any submission of documents or details to the Council pursuant to this Schedule shall include a reference to the Planning Permission the date and parties to this agreement, and the paragraph under which approval is sought, together with a statement of the date by which a decision must be given by the Council
- 4.3. The Council shall give notice to the Owners of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owners under Paragraph 4.1 above within one month of receipt of such details and in the event that the Council fails to give such notice the details as submitted shall be deemed to have been approved
- 4.4. Forthwith after the approval by the Council of the proposed memorandum and articles of association and/or the said transfer (which approval may include such reasonable modifications as the Council considers reasonably appropriate) the Owners shall take all necessary steps to secure the formation and registration of the Company at Companies House (taking into account any modifications required by the Council) and to notify the Council accordingly within seven days of the completion of the registration of the Company
- 4.5. 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
- 4.6. At any time prior to the expiry of six months from the Commencement of Development 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 paragraph 4 of Schedule 2 shall apply to the extent that the Owners shall remain responsible for the maintenance and upkeep of the Common Parts, without prejudice to the generality of paragraph 4.5 above until such alternative arrangements (as approved by the Council) have been fully implemented

5. Open Space and Play Area

The Owners covenant:

- 5.1. Not to Commence the Development on the Property prior to the submission of the Open Space Master Plan (whether pursuant to this Deed or the Adjoining Land Deed or otherwise) to the Council for written approval

- 5.2. Not to Commence the Development on the Property prior to the submission to the Council for its written approval proposals for the Open Space Property Strategy to include a detailed design specification and timetable for provision of the Open Space and the Play Area within the Property and not to Commence or permit to Commence the development of the Property until such design specification and timetable for provision has been approved by the Council.
- 5.3. Not to cause or permit the Occupation of the 30th Residential Unit on the Property until provision of any approved Open Space and Play Areas on the Property and further, to carry out any required Open Space Works on the Property in a proper and workman like manner in accordance with the specifications submitted to the Council for its prior written approval (such approval not to be unreasonably withheld or delayed).
- 5.4. From the date of Completion of the Open Space Works make any Open Space and any Play Area within the Property available for use for the purposes of public recreation by the Occupiers of the Residential Units and the public at large, unless agreed otherwise between the Owners and the Council that the public shall be excluded

6. Employment Skills

The Owners covenants with the Council as follows:-

- 6.1. Not to Commence the Development prior to the submission of the Employment and Skills Master Plan for the Site (whether pursuant to this Deed or the Adjoining Land Deed or otherwise) to the Council for written approval
- 6.2. Not to Commence the Development or permit Commencement of the Development on the Property until an Employment and Skills Property Plan for the Property has been submitted to and approved in writing by the Council. Such Employment and Skills Property Plan must be in accordance with the Employment and Skills Master Plan.
- 6.3. The Employment and Skills Master Plan and Employment and Skills Property Plan shall include arrangements setting out how the Owners 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:
 - 6.3.1. Jobcentre Plus and the Learning & Skills Council; and
 - 6.3.2. Voluntary and private sectors providers; and
 - 6.3.3. Sixth form colleges; colleges of further education; and universities
 - 6.3.4. The Employment and Skills Master Plan and the Employment and Skills Property Plans 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.
- 6.4. Following approval of the Employment and Skills Property Plan by the Council the Owners will promote the objectives of the approved Employment and Skills Property Plan and ensure that so far as is reasonably practicable the objectives are met.

7. Affordable Housing

The Owners covenant with the Council as follows:

- 7.1. That no less than thirty five per cent (35%) of the total number of Residential Units to be provided on the Property will be Affordable Housing;

- 7.2. Not to Commence the Development on the Property prior to the submission of the Affordable Housing Master Plan for the Site (whether pursuant to this Deed or the Adjoining Land Deed or otherwise) to the Council for written approval
- 7.3. Not to Commence the Development or permit Commencement of the Development on the Property until an Affordable Housing Property Strategy has been submitted to and approved in writing by the Council.
- 7.4. That sufficient land for the provision of the Affordable Housing Units will be identified and designated Affordable Housing Land in the Affordable Housing Property Strategy so the Affordable Housing Property Strategy will provide that at least thirty five per cent (35%) of the Residential Units on the Property are allocated as Affordable Housing;
- 7.5. That the Affordable Housing Units shall be provided on the Property in accordance with the Housing Mix Ratio (unless otherwise agreed in the Affordable Housing Property Strategy by the Council);
- 7.6. No more than seventy-five per cent (75%) of the Open Market Housing Units on the Property shall be Occupied unless and until the Affordable Housing Units on the Property have been Occupied or substantially completed to the reasonable satisfaction of the Council.
- 7.7. All Affordable Housing Units on the Property will be integrated and compatible with the design of the Open Market Housing Units.
- 7.8. That no more than 50% of Open Market Housing Units shall be constructed on the Property prior to provision of at least 9 Affordable Housing Units and thereafter the remaining Affordable Housing Units to be built on the Property shall be constructed contemporaneously with any Open Market Housing Units in order to provide a mixed development.
- 7.9. That 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.
- 7.10. Where Affordable Housing Funding has not been secured despite the use of reasonable endeavours so to do the Owners will notify the Council in writing that it has not been successful in securing Affordable Housing Funding. and the provisions of paragraph 2 of Part 2 of Schedule 4 shall apply.
- 7.11. 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 HomeBuy Agent in relation to Havant
 - the provisions of the Affordability Test may be varied by agreement in writing by the Owners and the Council
- 7.12. 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 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 for the consideration of £1 and written evidence of compliance in respect of the above has been supplied to the Council to its satisfaction

7.13. 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.

7.14. 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) (Subject to qualification in the same terms as set out in paragraph 7.9 and 7.12 of this Schedule) 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 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 Homebuy Agent

- 7.15. 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.
- 7.16. The Affordable Rented Units shall only be occupied by Eligible Persons.
- 7.17. 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 7.14 and 7.15 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 this paragraph 7 of Schedule 2 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 paragraph 7 of Schedule 2 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
- 7.18. The covenants set out in paragraph 7.14 – 7.18 of this Schedule 2 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

- 7.19. The Affordable Housing Units provided on the Property will be monitored in order to ensure compliance with the obligations in this paragraph 7 of Schedule 2 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 next 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

Covenants to the Council and County Council

SUDS

1. The Owners will design or procure the design of the SUDS Master Scheme for the Site in accordance with the CIRIA c697-SUDS Manual or any equivalent and updated national design guidance as it may become available prior to obtaining the consents referred to in paragraph 2 of Schedule 3 below.
2. The Owners will obtain all necessary statutory consents for the SUDS Master Scheme to confirm that the design of the SUDS Master Scheme is such that the Environment Agency is satisfied with the adequacy of the SUDS Master Scheme to serve the Site.
3. Following approval of the SUDS Master Scheme by the Environment Agency the Owners will deliver in writing to the Council and County Council prior to Commencement of Development the following:
 - 3.1. The extent of the SUDS Master Scheme necessary to serve the Development and an indicative programme together with illustrative drawings for the comprehensive delivery of the SUDS Property Scheme; and
 - 3.2. A maintenance regime document for the SUDS Property Scheme to ensure its correct functioning and operation until transfer of the Common Parts to a management company or if earlier adoption by the approved body.
4. The Owners will ensure that the SUDS Property Scheme designed for the Development shall be so designed as to attenuate flows on the Property so as not to exceed the greenfield run-off rate (Q_{bar}) from the Property calculated in accordance with the relevant standard (currently Institute of Hydrology 124 with appropriate pro-rata adjustment to reflect the site area). Proposals should be tested against 1, 30 and 100 year return periods, as well as a 100 year + 30% climate change scenario and the design parameters of the SUDS Property Scheme shall address its construction, use and maintenance in light of local hydrology, land use, the impact and use of physical site features, resulting benefits to the community & the environment, and future operation (both economic & maintenance).
5. The Owners will design the detention basins in accordance with the method prescribed in the Flood Risk and Drainage Assessment report prepared by MJA Consulting
6. The Owners will provide to the Council prior to Commencement of Development the design of the SUDS Property Scheme including the provision of features necessary within the Property and without prejudice to the generality thereof (*inter alia*);
 - 6.1. All relevant drawings and design calculations; and
 - 6.2. A copy of the consents and evidence referred to in paragraph 2 above.
7. To agree in writing with the Council prior to Commencement of Development the designs for the SUDS Property Scheme together with a programme for its construction and delivery.
8. To construct the SUDS Property Scheme in accordance with the approved design and the programme agreed in accordance with paragraph 7 above.

9. Not to permit Occupation of any Residential Unit within the Property unless and until that SUDS Property Scheme has been constructed and is ready for use in accordance with the provisions of this Schedule 3.
10. To maintain the SUDS Property Scheme in accordance with the maintenance regime to be agreed in paragraph 3.2 above until transfer of the Common Parts to a management company or if earlier adoption by the approved body.
11. To provide to the Council a performance bond ("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 Property Scheme.
12. The Bond shall be to the effect that:
 - 12.1. If the Owners shall fail to construct the SUDS Property Scheme in accordance with the provisions contained in this Schedule 3 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 Owners 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 Property Scheme and also the Council's reasonable legal costs properly arising from the provision of the SUDS Property Scheme for which sum the Surety binds itself and its successors and assigns to the Council.
 - 12.2. Such Bond to be provided prior to Occupation of any Residential Unit within the Development and to endure until the SUDS Property Scheme is adopted or if earlier the date of completion of construction of the Development.

Schedule 4

Covenants to the Owners

Part 1

County Council

1. The County Council covenants with the Owners not to use the Highways Contribution other than for or to the purposes set out below and on the written request of the Owners to repay any unexpended balance of the Highways Contribution to the Owners on the expiry of 10 years from the date of Completion of the Development
2. The Highways Contribution shall be used towards the cost of highway and transport provision and improvements specified within the Havant Borough Transport Statement including:
 - The Footbridge
 - A cycle route to Southleigh Road
 - A Shared foot/cycle route from Southleigh Road to New Lane
 - Any Public Transport Infrastructure
 - Safer routes to school measures
3. The County Council covenants with the Owners not to use the Education Contribution other than for or to the purposes set out in Paragraph 3 of Schedule 1 and on the written request of the Owners to repay any unexpended balance of the education Contribution to the Owners on the expiry of 10 years from the date of Completion of the Development
4. The County Council shall return the Travel Plan Cash Deposit or any residue thereof to the payee with any interest accrued thereon in accordance with (and subject to) the provisions of paragraph 2.9.4 of Schedule 1

Part 2

Council

1. The Council covenants with the Owners not to use the Playing Space Contribution other than for or to the purposes set out in this Deed and on the written request of the Owners to repay any unexpended balance of the Playing Space Contribution to the Owners on the expiry of 10 years from the date of Completion of the Development
2. In the event that the Owners serve notice pursuant to paragraph 7.10 of Schedule 2, the Council will, where it is reasonably satisfied that the Owners have complied with the obligations to use reasonable endeavours in all material aspects, issue a written notice to the Owners authorising the Owners 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 Owners

Schedule 5
Plans

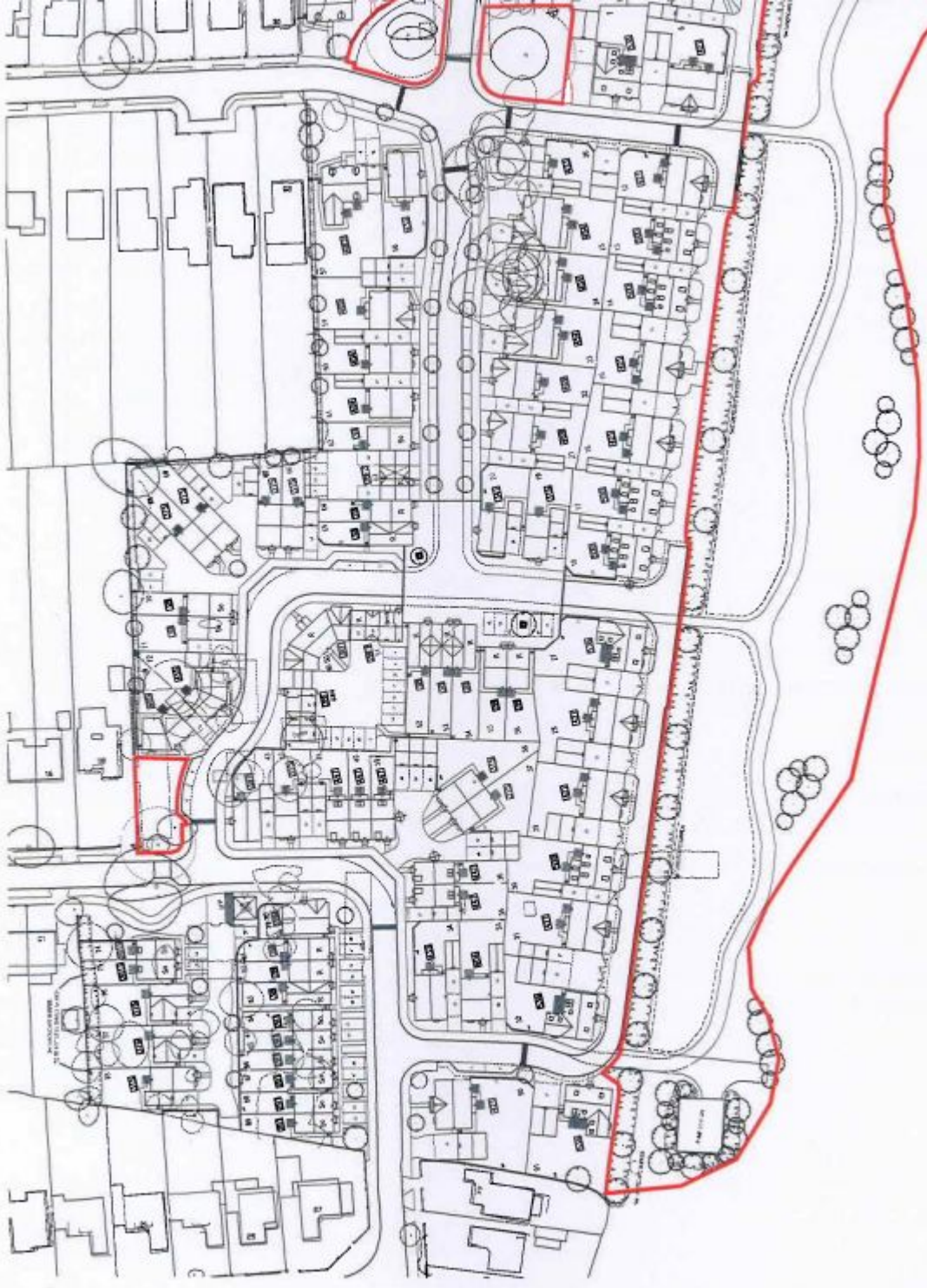
- Plan A – Site Plan drawing ref – P754/S106/AP
- Plan B – Adjoining Land Plan drawing ref – P754/S106/TP3
- Plan C – Property Plan drawing ref – P754/S106/TP2
- Plan D – Boundary Hedges Plan drawing ref – P754/S106/BH
- Plan E – Open Space / Play Area Plan drawing ref – P754/S106/OS
- Plan F – Pumping Station Plan drawing ref – P754/S106/TP5













Schedule 6
Travel Plan Actions and Responsibilities

**Generator Group LLP & Barratt
David Wilson Homes**

**Copseys Nursery/Manor Farm, Denvilles,
Havant**

Framework Travel Plan

November 2012

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1 INTRODUCTION

- 1.1 Vectos has been appointed by Generator Group Ltd and Denis Wilson Homes to prepare a Framework Travel Plan (FTP) for the proposed residential development at Copseys Nursery/Manor Farm masterplan site, Denvilles, Havant, Hampshire.
- 1.2 The Copseys Nursery/Manor Farm site is a brown field site within Havant. The proposed development comprises a mix of residential dwellings.
- 1.3 The development proposals for which the FTP relates is for the construction of 191 residential units at Copseys Nursery/Manor Farm, Denvilles. The FTP sets out the overarching principles to be adopted to promote sustainable travel along with a range of measures to be considered. **Figure 1** shows the location of the site in a wider context within Hampshire. The site is identified in **Figure 2** in a local context.
- 1.4 This Framework Travel Plan should be read in conjunction with the Transport Assessment which accompanies the application.

Purpose and Scope

- 1.5 The purpose of this FTP is to set out an overarching strategy to ensure that travel made by residents of the Development is carried out in the most sustainable means possible.
- 1.6 The FTP sets out broad physical measures that will be implemented as part of the development proposals. Once the development proceeds through to the occupation process, this framework will be used to develop a full Travel Plan for the site.
- 1.7 This report has been written as a stand-alone document and contains all the relevant information needed to effectively implement and monitor the Travel Plan itself.
- 1.8 The remainder of this document is structured as follows:
- Section 2 - Policy Context;
 - Section 3 - Existing Site Accessibility by non-car modes;
 - Section 4 - Objectives and Targets;
 - Section 5 - Interim Travel Plan Strategy;
 - Section 6 - Monitoring and Review;
 - Section 7 - Measures and Initiatives; and
 - Section 8 - Action Plan.

2 POLICY CONTEXT

- 2.1 This section describes current planning policy guidance at National and Local level which is relevant to the development proposals and travel planning.

National Planning Policy

National Planning Policy Framework (NPPF) (March 2012)

- 2.2 The NPPF was published in March 2012 and sets out national policy for delivering sustainable growth and development in England. The NPPF details how it expects policy to be applied and it aims to make the planning system less complex and more accessible. It replaces a wealth of Planning Policy Statements and Guidance including PPG13 and PPS1.
- 2.3 The NPPF states that sustainable transport is about “giving people a real choice about how they travel” whilst recognising that solutions will “vary from urban to rural areas”. It advises that decisions should take account of amongst others whether “safe and secure access to the site can be achieved for all people”, and that “development should only be prevented or refused on transport grounds where the residual cumulative impacts of development are severe”.
- 2.4 In terms of transport, the objectives outlined in NPPF are to:
- *facilitate economic growth by taking a positive approach to planning for development;*
 - *make the fullest possible use of sustainable modes of travel; and*
 - *support reductions in greenhouse gas emissions and congestion, and promote accessibility through planning for the location and mix of development.*
 - *Section 4 of the NPPF deals with “promoting sustainable transport”, and states:*
 - *“The transport system needs to be balanced in favour of sustainable transport modes, giving people a real choice about how they travel.*
- 2.5 All developments that generate significant amounts of movement should be supported by a Transport Statement or Transport Assessment. Plans and decisions should take account of whether:
- *“the opportunities for sustainable transport modes have been taken up depending on the nature and location of the site, to reduce the need for major transport infrastructure;*
 - *safe and suitable access to the site can be achieved for all people; and*

- *improvements can be undertaken within the transport network that cost effectively limit the significant impacts of the development. Development should only be prevented or refused on transport grounds where the residual cumulative impacts of development are severe.”*

2.6 The NPPF states:

- *“Plans should protect and exploit opportunities for the use of sustainable transport modes for the movement of goods or people. Therefore, developments should be located and designed where practical to:*
- *accommodate the efficient delivery of goods and supplies;*
- *give priority to pedestrian and cycle movements, and have access to high quality public transport facilities;*
- *create safe and secure layouts which minimise conflicts between traffic and cyclists or pedestrians, avoiding street clutter and where appropriate establishing home zones;*
- *incorporate facilities for charging plug-in and other ultra-low emission vehicles; and*
- *consider the needs of people with disabilities by all modes of transport.*

A key tool to facilitate this will be a Travel Plan. All developments which generate significant amounts of movement should be required to provide a Travel Plan.”

2.7 The NPPF states that local authorities should consider the accessibility of a development alongside the type, mix and use of the development as well as looking at local car ownership and the overall need to reduce the use of high emission vehicles when determining planning applications.

Guidance on Transport Assessment (March 2007)

- 2.8 The Department for Transport (DfT) published ‘*Guidance on Transport Assessment*’ in March 2007 which explains the role of a supporting Travel Plan in delivering sustainable outcomes and provides links to guidance on preparing a Travel Plan.
- 2.9 The DfT has also published a variety of guidance documents to assist in the development and implementation of Travel Plans. The latest DfT guidance on Travel Plans is the ‘*Good Practice Guidelines: Delivering Travel Plans through the Planning Process*’, April 2009.
- 2.10 This guidance document, which seeks to enable the most sustainable access to a new development, has been the primary guiding document for the compilation of this Travel

Plan. The guidance places strong emphasis on ensuring the success of Travel Plans, linking them closely to the transport planning work undertaken at the planning stages and ensuring that clear objectives and outcomes are set.

- 2.11 The Department for Transport [DfT] have produced a number of documents providing guidance on Travel Plans, including 'Making residential travel plans work: guidelines for new development (2007)' and 'Good Practice Guidelines: Delivering Travel Plans through the Planning Process (2009)'.
- 2.12 These guidelines include a Travel Plan pyramid, which sets out five key tiers to a successful residential Travel Plan. This Pyramid is reproduced in **Figure 2.1**.

Figure 2.1 – Travel Plan Pyramid



- 2.13 Considering the above tiers, the first tier considers site location. This is seen as a key element by the guidance and one that underpins *'all the other aspects of accessibility of the site'*.
- 2.14 The second tier *'comprises the fundamental characteristics that need to be incorporated into the design of the site from an early stage in order to reduce the need to travel and support walking, cycling and bus use'*. This effectively relates to the physical measures that can be delivered as part of the development to ensure it ties into the sustainable transport network as effectively as possible.

- 2.15 The third tier puts in place *'the resource to facilitate and develop the measures in the plan'*. This effectively means the identification of a suitable person to lead the Travel Plan process and ensure the effective management and development of the Travel Plan.
- 2.16 The fourth tier then goes on to consider *'the services that will need to be obtained for the site'* and primarily relates to the 'soft' travel planning measures, whilst the fifth and final tier looks at *'promotion, marketing and awareness raising to ensure adequate take-up of these services and to communicate the travel plan to residents'*.

Local Policy

- 2.17 This Travel Plan has been prepared following guidance set out within the, *"Hampshire County Council Environment Department – A Guide to Development Related Travel Plans, January 2009"*.
- 2.18 In accordance with Appendix D of this document, annual monitoring of the Travel Plan will be undertaken over a 5 year period. The FTP also accords to Appendix F of the guidance document in including the required measures within a residential travel plan.

3 EXISTING SITE ACCESSIBILITY BY NON-CAR MODES

- 3.1 The site is located to the east of Southleigh Road, north of the A27 and is on the eastern side of Havant. It is approximately 2km to the north-east of the town centre. The site is currently accessed from a priority junction with Blenheim Gardens, a residential road that connects directly to Southleigh Road to the north via Spindle Close and to the south via Fifth Avenue.

Existing Travel Behaviour

- 3.2 In order to establish the existing travel patterns of residents within the Warblington/Denvilles area, census journey to work data has been reviewed based upon the daytime population for the ward within which the site is located, St. Faiths; and for the Havant area as a whole.
- 3.3 The table below provides a breakdown of person trips by mode in percentage terms.

Table 3.1 - Journey to work % Mode Share – Daytime Population

Mode	St. Faiths	Havant Borough	Average
Train	7%	3%	5.0%
Bus, minibus or coach	3%	6%	4.5%
Taxi or minicab	0%	1%	0.5%
Driving a car or van	67%	68%	67.5%
Passenger in a car or van	6%	8%	7%
Motorcycle, scooter or moped	1%	1%	1%
Bicycle	5%	4%	4.5%
On foot	10%	8%	9%
Other	1%	1%	1%
total	100%	100%	

- 3.4 The 2001 census data indicates that a relatively high proportion of journey to work trips are made by car, with an average of 74.5% of all trips made by private vehicle. Walking and cycling account for almost 15% of all person trips in St. Faith's, with bus based commuting accounting for 3% of trips.
- 3.5 In terms of distance travelled to work based upon residents of St. Faith's ward, 44% of trips are less than 5km, which is well within the desirable threshold for cycling trips. A further 32% of trips are less than 10km which is also within a distance considered acceptable for commuting purposes by cyclists.

Pedestrian & Cycle Routes

- 3.6 On the Havant Borough Council Cycle Map, Southleigh Road is identified as a route for a sign posted cycle network link and on-road cycle lane.
- 3.7 The western footway measures approximately 1.8 metres in width, whilst the eastern footway measures approximately 3 metres in width, of which 1 metre consists of a grass verge. Advisory on-road cycle lanes are provided in both directions along Southleigh Road.
- 3.8 There are no formal pedestrian crossings within the immediate vicinity of the school, however, motorists are encouraged to reduce speeds to 20mph within the vicinity of the school. There is also signage which denotes a shared pedal cycle and pedestrian route.
- 3.9 The National Cycle Route 2 is partially incomplete but is proposed to link the entire south coast between Dover in Kent and St. Austell in Cornwall. The section between South Mundham and Christchurch in Hampshire has an alignment to the south connecting Emsworth to Havant. This section of route 2 is indicated as partly on-road and partly traffic free.

Bus Services

- 3.10 The 27 bus route operates along Southleigh Road to the west of the site and provides a connection to the town centre. The 27/27A serves the Denvilles, Southleigh Road bus stop and is operated by Emsworth & District Buses which operate many rural and urban services in Havant and Emsworth.
- 3.11 Bus stops are situated adjacent to the site providing covered shelters, seating and bus timetable information. The 27 bus route which travels from Rowland's Castle through to Southbourne and provides up to 3 services/hour in each direction from Monday to Friday, with 2 services/hour operating on Saturdays.

Rail Services

- 3.12 Approximately 400 metres to the south of the site is Warblington railway station that is on the coastal railway line. Warblington Rail station is operated by Southern Railways and is staffed on a part-time basis from 07:55 to 9:10 Monday to Friday. The rail station operates unstaffed at weekends. Services operate from Southampton Central to London Victoria with trains operating at a frequency of up to 2 trains per hour.

3.13 The Havant Borough Council website provides a summary of the train services at the station as follows:-

- 1 per hour to Southampton (SR)
- 1 per hour to London Victoria (SR)/London Bridge (weekday peak periods only)

3.14 Havant railway station is around 1.5km to the west of the site and is on both the coastal railway line and the line between Portsmouth and London. A summary of the train services at Havant station is as follows:-

- 3 per hour to London Waterloo (SW)
- 2 per hour to Brighton (SR, GW)
- 1 per hour to Littlehampton (SR)
- 2 per hour to London Victoria (SR)
- 2 per hour to Southampton (SR)
- 6 per hour to Portsmouth (SR, SW)
- Occasional to Great Malvern (GW)

4 OBJECTIVES AND TARGETS

Introduction

- 4.1 This chapter sets out the overarching objectives for the travel plan, as well as targets for the short and medium term. It includes indicators through which progress towards meeting the targets will be measured. Further information on monitoring and review of the travel plan can be found in Chapter 7.
- 4.2 Objectives are the high-level aims of the Travel Plan. They help to give the Travel Plan direction and provide a clear focus.
- 4.3 Targets are the measureable goals by which progress will be assessed. The travel plan sets out targets which the site occupiers will seek to reach within the period covered by this Travel Plan. In addition, interim targets have been set.
- 4.4 The objectives, targets and indicators are set out in this chapter.

Objectives

- 4.5 The Framework Travel Plan's overriding objective is to:

Put in place the management tools deemed necessary so that residents of the proposed site are able to make informed choices about their travel, while at the same time minimising the adverse impacts of their travel on the environment and surrounding highway network.

- 4.6 The sub-objectives are:

- *To raise the awareness of sustainable modes available to residents;*
- *To promote healthy lifestyles and sustainable, vibrant local communities;*
- *To encourage good urban design principles that maximise the permeability of the Development for walking and cycling;*
- *To improve existing infrastructure, improve public transport, and ensure connectivity and assimilation both within the Development and between the existing wider community; and*
- *To avoid reliance on car usage, especially single occupancy vehicles.*

- 4.7 These objectives will be achieved by introducing a package of physical and management measures that will facilitate resident travel by sustainable modes.

Targets and Indicators

- 4.8 Travel Plan targets are measurable goals by which progress of the Travel Plan can be assessed. These targets should be reviewed through a programme of monitoring to ensure they remain SMART, i.e. Specific, Measurable, Achievable, Realistic and Time related.
- 4.9 There are two types of targets, namely: 'action' and 'aim' targets. Action Targets are non-quantifiable actions that need to be achieved by a certain time. Aim Targets are quantifiable and in the case of this travel plan relate to the degree of modal shift the plan is seeking to achieve.

Action Targets

- 4.10 The Action Targets for this Travel Plan are:
- To appoint a Travel Plan Coordinator (TPC) 1 month prior to initial occupation;
 - To launch the travel plan no later than 1 month after the appointment of the TPC; and;
 - To provide travel information to all residents of the site.

Aim Targets

- 4.11 The aim targets of this Travel Plan are focused on all residents of the proposed development.
- 4.12 In the absence of existing travel data for the site, 2001 census Travel to Work data has been used to inform the pre-occupation baseline from which targets have been derived. The baseline travel patterns are outlined in Table 3.1 in the previous section. The following targets will then be refined after baseline travel surveys are carried out by residents of the development. This will occur upon occupation of the first phase of the development which is anticipated to constitute the 91 residential units associated with the Manor Farm site.
- 4.13 **Table 4.1** outlines the Aim Targets set out for the site. The targets are set to measure progress towards the main objectives over five years. This Travel Plan will seek to achieve targets within five years of the launch of the Travel Plan. The Travel plan will seek to achieve the interim targets within three years of the launch of the Travel Plan.
- 4.14 Future targets for mode share have been established taking into account the proposed sustainable measures associated with the Development, and future measures to be implemented through the travel plan. The targets have also been designed to take into account of the fact that as a new development, whilst inducing a behavioural change for the

residents and visitors to the Development, it may also be possible to establish a standard of sustainable travel at the outset.

Table 4.1 – Travel Plan Aim Targets

Mode of Travel	Baseline Mode Share (%) – Year 0	Interim Target (%) – Year 3	Final Target (%) – Year 5
Rail	7	7.5	8
Bus, Mini Bus or Coach	3	3.5	4
Motorcycle, Scooter or Moped	1	1	1
Driving a Car or Van	67	64.5	62
Passenger in a Car or Van	6	6	6
Taxi or Minicab	1	1	1
Bicycle	5	5.5	6
On Foot	10	11	12
Total	100	100	100

- 4.15 The travel plan targets as set out in Table 4.1 aim to reduce the modal share for car driver by 5% over the course of the 5 year travel plan. The targets as set out within the Travel Plan will be reviewed in agreement with Hampshire County Council (HCC) once a baseline survey for residents has been undertaken and analysis of the results is completed. It is proposed that the Travel Plan targets be reviewed after 5 years from occupation.
- 4.16 A travel survey will take place on the anniversary of the baseline travel survey on an annual basis for 5 years. The modal share results that will come out of the survey will indicate the success of the Travel Plan.

5 TRAVEL PLAN STRATEGY

Management

- 5.1 The Travel Plan will be managed and monitored by a Site Travel Plan Coordinator (TPC) who will have overall responsibility to ensure that the delivery of the proposed measures and initiatives are successfully delivered on time and to budget. Upon appointment the details of the appointed Site TPC will be provided to HCC.
- 5.2 The main responsibilities for this role are set out below and will be reviewed and amended on a regular basis:
- to provide guidance to, and be the main point of contact for residents within the Development site requiring information;
 - To design and implement effective marketing and awareness-raising campaigns to promote the Travel Plan;
 - to communicate information to residents regarding relevant national, regional and local initiatives related to the promotion of sustainable travel;
 - to coordinate and collect monitoring data and arrange travel monitoring annual surveys, and supply evidence of this to HBC/HCC;
 - to discuss, set and amend the FTP mode shift targets as agreed with Havant Borough Council/Hampshire County Council; and
 - to undertake reviews of the FTP and assess the progress towards achieving mode shift targets.
- 5.3 To support the work of the Site Travel Plan Coordinator, the formation of a Travel Plan steering group comprised of residents, the TPC, and the site management company will be considered.
- 5.4 The co-ordination is expected to be sustained over a 5 year period in line with the proposed monitoring strategy. The role of the Travel Plan coordinator will be reviewed after the fifth annual travel survey and Travel Plan review. After this point, negotiations between the developer/site management and HBC/HCC will determine future monitoring requirements.

Marketing

5.5 An essential element of the travel plan strategy, and one which largely determines the success of the FTP, is promotion of the travel plan. In order to promote and increase awareness of the FTP the following measures will be adopted:

- Distribution of travel information packs to all future residents of the development (to include maps, public transport routes and frequencies and details of local amenities);
- Display of key Travel Plan information on public notice boards, including posters and leaflets;
- arrange Q&A sessions and offer a personalised travel planning service;
- Promote national travel initiatives and organise site-wide events such as organised cycle rides.

5.6 Types of information to be provided:-

- Public Transport timetables, infrastructure locations and telephone enquiry lines;
- Local Taxi numbers;
- Community Guides about facilities and services on or near the development;
- Travel Planning websites and contact details; and
- Information on home shopping sites.

5.7 These marketing measures will be introduced on a site wide basis by the Travel Plan Coordinator.

5.8 The Travel Information or Welcome Pack will be produced based on the information in this document. The Travel Information Pack will include public transport routes/timetable information as well as suggested walking and cycling routes. Locations of accessible public transport for the mobility impaired will also be included. The Travel Information Pack will be distributed to all households upon initial occupation. This document will be reviewed and updated on a regular basis and consequently be reissued if deemed necessary.

5.9 Communal notice boards will also be provided and would allow for continued promotion of the Travel Plan. All notice boards will have a similar layout and content so that they become familiar and accessible to people visiting the site. The notice boards will contain up-to-date public transport information and information detailing cycling and walking opportunities.

6 MEASURES AND INITIATIVES

Introduction

- 6.1 This section of the FTP outlines the specific physical and management measures to be implemented as part of the Travel Plan.
- 6.2 The measures that have been identified for the Development are focused broadly on two specific themes; 'action', encouraging new residents to experiment with using different modes of travel, and 'appreciation', raising awareness to the benefits to be gained from making sustainable choices. 'Enablement' measures to ensure permeability and connectivity throughout the Development and the surrounding area for pedestrians and cyclists are largely incorporated within overall design of the scheme.
- 6.3 It should be noted, however, that the measures and initiatives to be included within the full Travel Plan will be subject to further discussions between HBC/HCC and the developer regarding funding provision within the Section 106 Agreement.

Appreciation Measures

Welcome Packs:

- 6.4 As mentioned in the Marketing Section of this Travel Plan, Welcome Packs will be distributed to all new residents upon initial occupation of each unit. The packs will provide residents with relevant public transport information (such as maps, routes, timetables, fares, etc.); contact details of local black cab/licensed minicab operators, car share organisations and will include walking and cycling maps for the local area.

Cycling

- 6.5 Information for cycling in Havant such as the Havant Borough Cycle Network Map and other local cycle routes will be provided for within Welcome Packs.
- 6.6 Hampshire County Council has a commitment to encourage more pupils to travel to school in a safer, more sustainable, and where possible, healthier way. Future residents will be made aware of Hampshire's Bikeability Cycling Proficiency Test which provides cycle training to Years 5 - 9 children across the county between April 2012 and March 2013 (and beyond this period).

Walking

- 6.7 Along with walking route maps, events such as Walk to School Weeks will be promoted as part of the Travel Plan.

Public Transport

- 6.8 Further resources within the Welcome Packs will provide relevant information about sustainable travel websites such as Sustrans (<http://www.sustrans.org.uk/>), Transport Direct (<http://www.transportdirect.info>) and Travel Line (<http://traveline.info/>)

Car Sharing

- 6.9 Welcome Packs will promote the use of car sharing at the residential development. Residents will be encouraged to sign up to the Hampshire Car Share Scheme:
http://www.shareacar.com/hampshire_carshare_index.php
<https://hants.liftshare.com/default.asp>.

Action Measures

Buses

- 6.10 The developer will liaise with local bus operators about the potential of providing funding for new residents to have Plusbus Havant Passes which allow unlimited travel on Stagecoach, First and Emsworth & District bus services for a 1 month period within Havant and Hayling. This would be limited to one pass per unit.

Cycling

- 6.11 A free information pack will be provided detailing cycle routes in the area.

Personalised Travel Planning Service

- 6.12 The residents will be provided with a personalised travel planning service, which can be set up directly through the Site Travel Plan Coordinator.

Enabling Measures

Pedestrian/Cycle Infrastructure

- 6.13 Of the various measures being promoted to improve the local transport network, the most significant of these proposals is for the developers of Copseys Nursery/Manor Farm to

provide a financial contribution to the implementation of the footbridge at Warblington Station.

- 6.14 Following a number of recent meetings and site visits, the design principles have been agreed with Network Rail, Southern Rail and Hampshire County Council, and the submission of a planning application for the bridge is now imminent. The footbridge will include a cycle gully to permit cyclists to wheel cycles over the bridge.
- 6.15 This will minimise the risk of pedestrian injury from traffic or the rail network; increase pedestrian accessibility to amenities south of the railway line; and improve the efficiency of the crossing, particularly at peak pedestrian periods such as school start and finish times, when pedestrians mixing with traffic impedes vehicular flow.
- 6.16 To support the new cycle infrastructure, cycle facilities will be provided. Secure, covered cycle parking facilities will be provided for each residential unit within the Development.

Pedestrian Network

- 6.17 Footways along residential streets within the Development will be provided at a minimum width of 1.8 metres, with appropriate lighting. Street design will ensure pedestrian permeability, providing links within and between residential areas, and link with existing public rights of way (PROWs).
- 6.18 The developer is prepared to make a suitable contribution towards the provision of the Warblington School path, which will link Southleigh Road towards Havant Town Centre adjacent to the railway line, a proposed cycle path measuring 3m in width, with lighting and fencing.

7 MONITORING & REVIEW

- 7.1 This Framework Travel Plan is part of a continuous process for improvement, requiring monitoring, review and revision to ensure it remains relevant to the site. This chapter sets out the proposals for monitoring and review.

Monitoring

- 7.2 Monitoring will take place throughout the five years life span of the travel plan. All monitoring will follow the most up to date HCC/DfT best practice guidance.
- 7.3 The monitoring programme will begin with the initial travel survey; to be undertaken once 100 dwellings has been occupied, i.e. once 100 of the entire 191 dwellings which will encompass the overall site masterplan are occupied. The survey will be used to adjust and ratify the baseline travel patterns and the targets.
- 7.4 Further surveys will take place annually, to monitor progress towards the Year 3 and Year 5 Targets.
- 7.5 All surveys will be undertaken using the TRICS Standard Assessment Methodology. Details of this are available at www.trics.org.
- 7.6 Additional monitoring of comments received from residents relating to the operation and implications of the Travel Plan is also useful to judge whether the implementation or proportion of certain measures needs to be modified. The following factors should be monitored on a regular basis:
- 7.7 Information gathered through the monitoring process will be recorded for input to the annual review (outlined below). The information will be made available to the HCC and HBC.

Reporting

- 7.8 The TPC will submit annual monitoring reports to HCC. The monitoring reports will include the results of any site wide surveys conducted, details of any new measures introduced and provide a general summary.

8 ACTION PLAN

- 8.1 The Action Plan outlined below in Table 8.1 sets out the measures included within the Travel Plan that are directed at influencing resident travel.

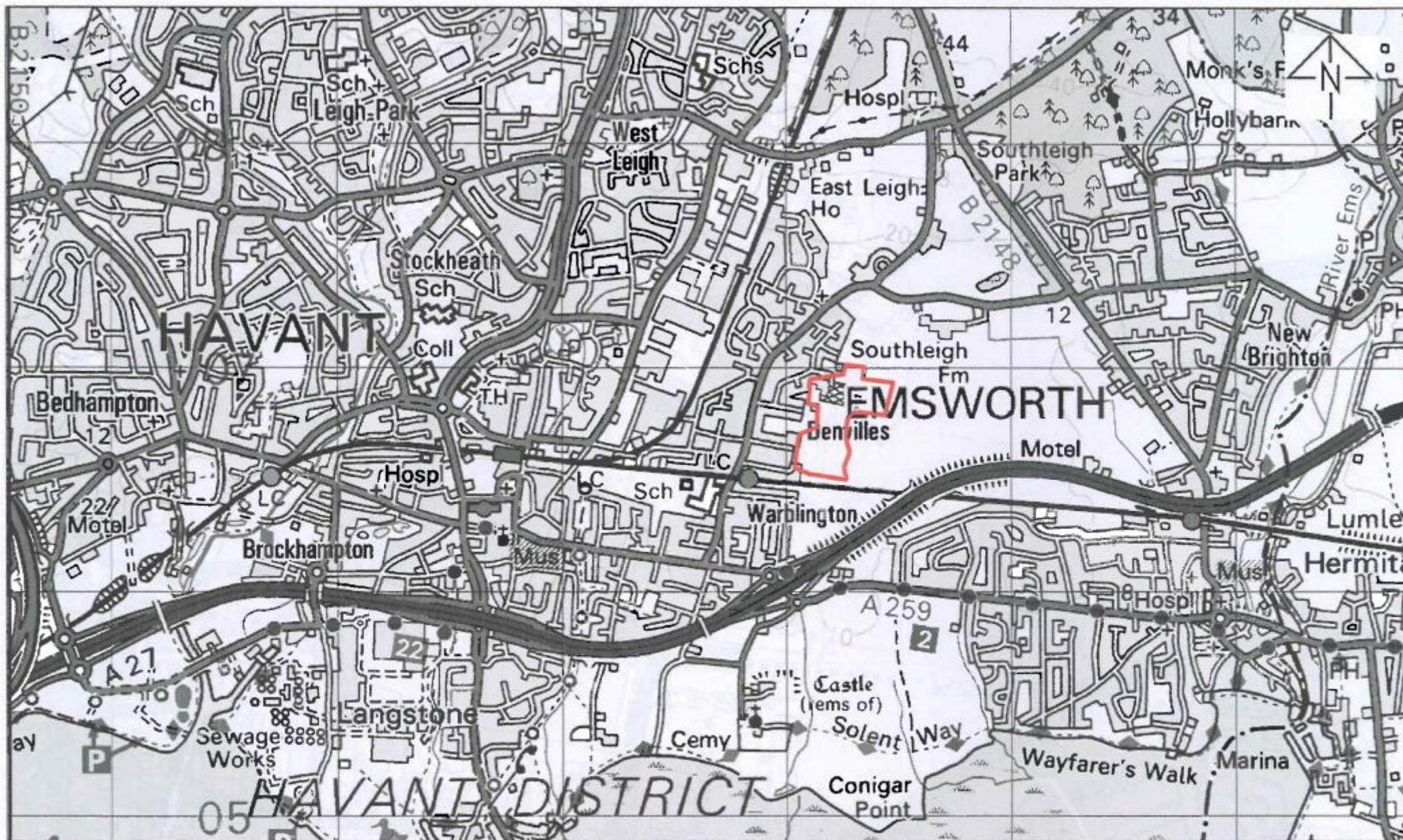
Table 8.1 Action Plan for Travel Plan Measures

Measures	Notes	Status/ Target Date	Method of Monitoring	Responsibility
General				
Appointment of Travel Plan Coordinator (TPC)	A TPC will be appointed 1 month prior to initial occupation	One month prior to occupation	N/A	Developer
Information Provision				
Sustainable Travel Notice Board	The Sustainable Travel Notice Board will outline the sustainable options for travelling to the Development for residents and visitors	Prior to development operation	N/A	TPC/Developer
Personalised Travel Planning Sessions	The TPC will offer planning services for residents	When necessary	The TPC will keep a record of which residents have utilised the service as well as the nature of the service (group, one on one).	TPC
Cycling				
Provision of secure cycle parking facilities at each residential unit	Secure, covered cycle parking facilities will be provided for each residential unit	Provided as part of development process	N/A	Developer
Provide cycle route maps and other information relating to cycle facilities	Provided as part of Welcome Packs and on notice board	On-going	N/A	TPC
Walking				
Residents to be provided with information related to safe walking routes.	Provided as part of Welcome Packs and on notice board	On-going	TPC to monitor uptake	TPC
Public Transport				
Residents to be provided with public transport information and timetables	Provided as part of Welcome Packs and on notice board	On-going	TPC to monitor uptake	TPC

Table 8.1 Action Plan for Travel Plan Measures

The developer will fund the provision of 100 (1 per unit) PlusBus Passes which allow unlimited travel on Stagecoach, First and Emsworth & District services	Valid for a 1 month period	Upon unit occupation	TPC to monitor	Developer/TPC
Car Sharing				
Residents will be encouraged to sign up to Car Sharing Schemes	Hampshire Car Share Scheme (http://www.shareacar.com/hampshire_carshare_index.php)	On-going	TPC to monitor uptake	TPC

FIGURES



Key:



Site Location

Generator Group LLP & Barratt David Wilson
Homes

Copsey's Nursery

Site Location – Strategic Context



85 Tottenham Court Road, London W1T 4TQ
Tel: 020 7268 9020 Email: london@vectos.co.uk www.vectos.co.uk

DRAWN:

SO'D

CHECKED:

C.S

DATE:

08/10/2012

SCALE:

NTS

DRAWING REFERENCE:

Figure 1

Schedule 7
Employment and Skills Plan

Employment and Skills Plan template

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 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.
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.
Opportunities Please state the approximate number and type of jobs that will be created during the occupation 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

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 construction 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 (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

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 (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.

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					