

DATED

4th June

2013

TOLCARNE DRIVE DEVELOPMENTS LIMITED

(1)

and

HAMPSHIRE COUNTY COUNCIL

(2)

and

THE COUNCIL OF THE BOROUGH OF HAVANT

(3)

DEED

Pursuant to (inter alia)

Section 106 of the Town and Country Planning Act 1990

Relating to land at Land North of Goldring Close and My Lords Lane, East of
St Margarets Road, and South of Beech Grove and Hawthorne Grove,
Hayling Island

Jo Barden-Hernandez
Solicitor to the Council
Havant Borough Council
Public Service Plaza
Civic Centre Road
Havant, Hampshire
PO9 2AX

THIS DEED is made the 4th day of June 2013
BETWEEN

- (1) **TOLCARNE DRIVE DEVELOPMENTS LIMITED** (company number 00567547 whose registered office is at 'Robins' The Green Sarratt Rickmansworth Hertfordshire WD3 6BJ ("**Owner**" which term includes the Owner's successors in title and tenants for the time being as the party having an interest within the meaning of Section 106 of the Planning Act (as defined below) in the part of the Land to which the Obligations (as those terms are defined below) relate).
- (2) **HAMPSHIRE COUNTY COUNCIL** OF The Castle, Winchester, Hampshire SO23 8UJ ("**County Council**" which term includes successors to its functions as a local planning authority for the purposes of the Town and Country Planning Act 1990 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).
- (3) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX ("**Council**" which term includes successors to its functions as Local Planning Authority for the purposes of the Town and Country Planning Act 1990) and

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of the Planning Act (as defined below) for the area within which the Land is situate.
- (2) The County Council is a local planning authority for the purposes of the Town and Country Planning Act 1990 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 in which the Land is situate.
- (3) The Owner is the freehold owner of the Land.
- (4) The Council is the Local Authority for the purpose of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Agreement will facilitate be conducive and incidental to the Council's functions.

- (5) The Owner has submitted the Application for the Development to the Council and registered on 26 September 2012 with planning reference APP/12/00966 and the Council desirous of improving the area and general locality of the Land and wishing to restrict and regulate the development and use of the Land refused planning permission by notice dated 21 December 2012 the Owner has subsequently submitted an Appeal of the Council's refusal to the Secretary of State.

NOW THIS DEED WITNESSETH as follows:

1. Statutory Powers

This Agreement is made pursuant to:

- 1.1 Section 106 of the Planning Act.
- 1.2 Section 111 of the Local Government Act 1972 to the intent that it shall bind the Owner.

2. Interpretation

- 2.1 Reference in this Agreement to a Clause Schedule or Recital shall mean a Clause Schedule or Recital to this Agreement.
- 2.2 Headings in this Agreement are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Agreement.
- 2.3 In this Agreement where the context so admits:
 - 2.3.1 words importing one gender shall include all other genders.
 - 2.3.2 words importing the singular shall include the plural and vice versa.

3. Planning Obligations

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

4. Covenants Binding on Implementation

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

5. Definitions

In this Agreement the following expressions shall unless the context shall otherwise require have the following meanings:

"Affordable Housing" Means subsidised housing which is rented or sold (including an equity share in whole or part) provided for persons whose needs are not met by the housing market and such dwellings shall meet the needs of eligible households including availability at a cost low enough for them to afford determined with regard to local incomes and local house prices.

"Affordable Housing Funding" Means funding made available by 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 within the Development enabling the Registered Proprietor's provision of Affordable Housing on the Land in accordance with the requirements of this Agreement.

"Affordable Housing Land" Means the land upon which the Affordable Housing Units as identified and specified in accordance with Paragraph 3 of the Schedule 1 shall be constructed including their curtilages and parking provisions and to which the provisions of Paragraph 3 of the Schedule 1 shall apply.

"Affordable Housing Units" 39 units (being 30% of the aggregate

number of Affordable Housing Units and Open Market Housing Units less the two Existing Units) of residential accommodation to be provided upon the Affordable Housing Land unless otherwise agreed in writing with the Council which are to be made available by the Owner for Affordable Housing on the Affordable Housing Land as herein provided.

Means the letting of the Affordable Housing Units to an Eligible Person at a rent level of up to 80% of the local market rents (inclusive of service charge) and in accordance with the guidance issued by the Homes and Communities Agency in 2011.

**"Affordable Rented
Accommodation"**

Means in relation to the Affordable Housing Units housing for rent available to persons who cannot afford to rent or buy houses generally available on the open market with the rent being at an Affordable Rent.

**"Alternative Affordable
Housing Provider"**

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

and to ensure the recycling of any grant.

"Appeal"

Means the appeal submitted to the Secretary of State by the Owner given reference number APP/X1735/A/13/2192777 for the Development.

"Application"

Means the application submitted to the Council by the Owner given reference number APP/12/00966 for the Development.

"Biodiversity Mitigation, Enhancement and Management Strategy"

Means the detailed strategy for the Land setting out the measures to be implemented to avoid, mitigate and compensate against any significant effect on the Chichester and Langstone Harbours SPA/Ramsar site and Chichester Harbour SSSI and to enhance the Land and manage it in the long term for the benefit of biodiversity in the immediate area.

"Clause"

Means a clause in this Agreement.

"Common Parts"

Means the parts of the Land which do not comprise a dwelling or the curtilage of a dwelling and shall without prejudice to the generality

thereof include roads, communal parking areas, footways, landscaped areas, amenity spaces, SUDS, unadopted roads footpaths cycle ways parking courts drives and street furniture.

"Common Parts Disposal"

Means a disposal of all the Common Parts by the Owner to the Management Company (whether by way of a transfer of the granting of a lease of a term of 125 years or more by way of a single transfer or lease or by way of a series of transfers or leases of different areas constituting the Common Parts).

"Council Monitoring Fee"

Means the sum of Ten Thousand Pounds (£10,000.00) being a fee (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.

"Council Playing Space Contribution" Means the sum of One Hundred and Eighty Two Thousand and Seventy Two Pounds and Fifty Pence (£182,072.50) being a contribution (being applied at such time and in such manner as the Council shall in its reasonable

discretion determine) to the costs to be incurred by the Council in the provision, improvement and maintenance of playing space to meet the needs of residents of new housing developments.

"County Council Residential Travel Plan

Assessment Fee"

means the sum of One Thousand Five Hundred Pounds (£1,500) payable by the Owner to the County Council for the purposes of assessing the Residential Travel Plan.

**"County Council Residential Travel Plan Cash
Deposit"**

means the sum or sums of money payable by the Owner 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 Eighteen Thousand Four Hundred and Seventy One Pounds (£18,471) together with an amount being 10% of that sum, being One Thousand Eight Hundred and Seven Pounds (£1,847).

**"County Council Residential Travel Plan Monitoring
Fee"**

means the sum of Three Thousand Pounds (£3,000) payable annually by the Owner on each of the five years beginning on date of the first Occupation of the Land to the County Council for the purposes of monitoring the Residential Travel Plan, the first annual payment to be

made on or before the date of first Occupation of the Land and the four subsequent annual payments being made on the first, second, third and fourth anniversary of that date.

"County

Council Transport Contribution"

Means the sum of Four Hundred and Forty Nine Thousand Eight Hundred Pounds (£449,800) (Indexed) being a contribution (to be 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 Hampshire County Council and Havant Borough Council's local transport infrastructure.

"Development"

Means Development authorised by the Planning Permission consisting of Outline application for 131No. open market and affordable dwellings comprising 10No. 1 bed flats, 4No. 2 bed flats, 48No. 2 bed houses, 49No. 3 bed houses, 20No. 4 bed houses; public open space; car parking; new vehicular access from Beech Grove/Hawthorn Grove including demolition of 1 Hawthorne Grove; new pedestrian and cycle access from St Margarets Road including demolition of 23 St Margarets Road.

"Eligible Person"

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 Persons"** shall be construed accordingly.

"Employment and Skills Plan"

Means a 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 Annex 1 and approved by the Council in accordance with this Agreement.

"Existing Units"

Means the existing Residential Units on 1 Hawthorne Grove and 23 St Margarets Road.

"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, such approval not to be unreasonably withheld or delayed.

"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.

"Implement" and "Implementation" Means the Implementation of the Planning Permission by the carrying out of a material operation under Section 56(4) of the Act excluding operations consisting of site clearance, demolition work on the Land, archaeological investigations, investigations for the purpose of assessing contamination, remedial action in respect of contamination, diversion and laying of services and the erection of means of enclosure for the purposes of site security and/or the display of advertisements.

"Indexed"

Means the stated sum being increased in accordance with the "All Items" Index of Retail Prices (RPI) published by the Office of National Statistics or any replacement thereof in respect of the period beginning on the date of this Agreement and ending on the date two months before

the payment is made of the stated sum.

"Land"

Means the Land at land North of Goldring Close and My Lords Lane, East of St Margarets Road, and South of Beech Grove and Hawthorne Grove, Hayling Island shown for identification purposes only edged by heavy red line on Plan A and forming the whole of the land known as 1 Hawthorne Grove and registered under SH6642, the whole of the land registered under HP471574 and known as 23 St Margarets Road and part of the land registered under HP156757 and known as land lying to the north of Mengham Lane and registered under HP115698 and known as land to the north of Mengham Lane.

"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 the company incorporated and providing services as set out in Paragraphs 5.4 to 5.6 (inclusive) of Schedule 1.

"Management Plan"

Means the Management Plan provided for under Paragraphs 5.7 and 5.8 of Schedule 1.



Tollcaine Drive Developments Ltd
Land North of Golding Close
Meningham
Site Location Plan
1:1250 @ A3
Aug 12
9711/P01

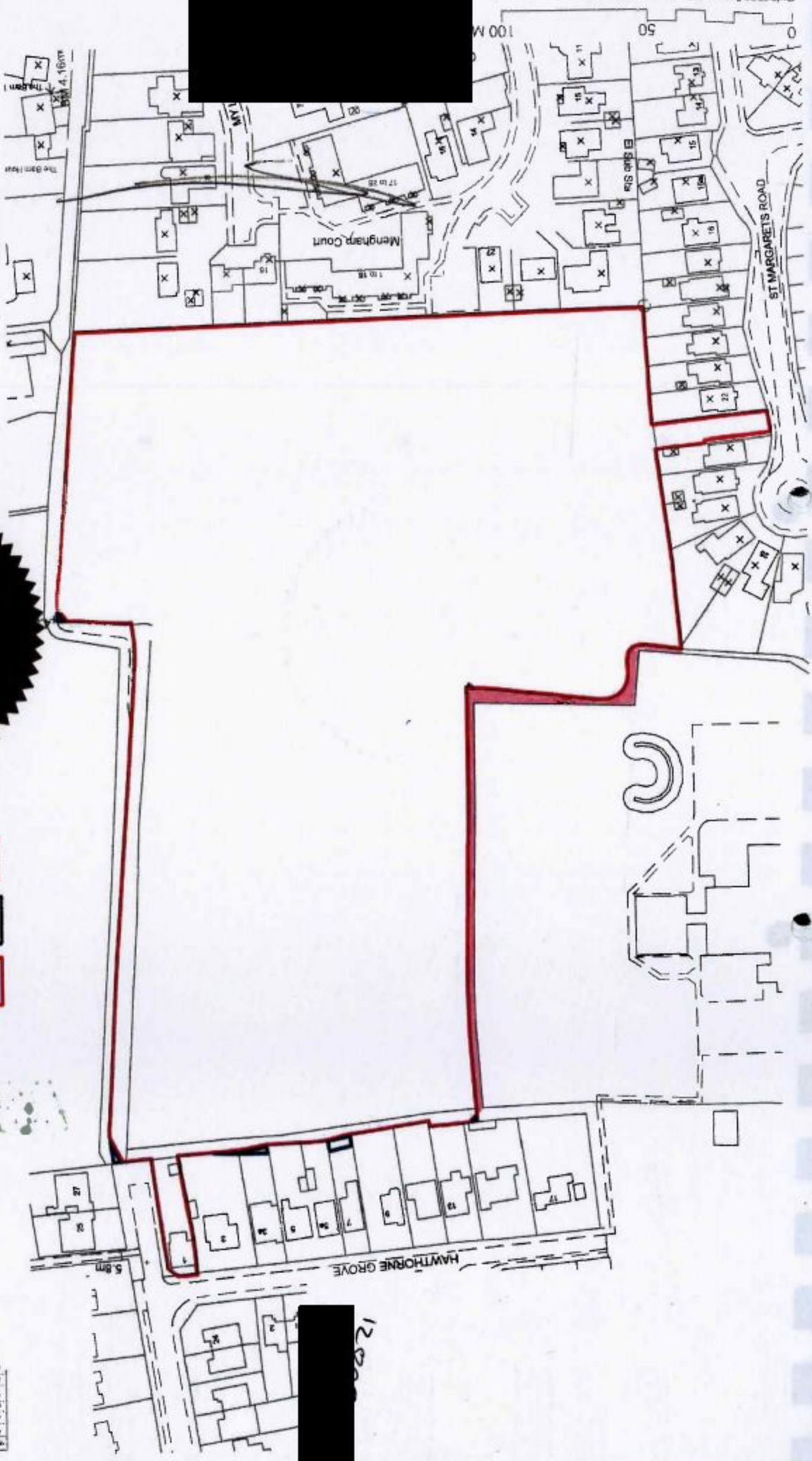


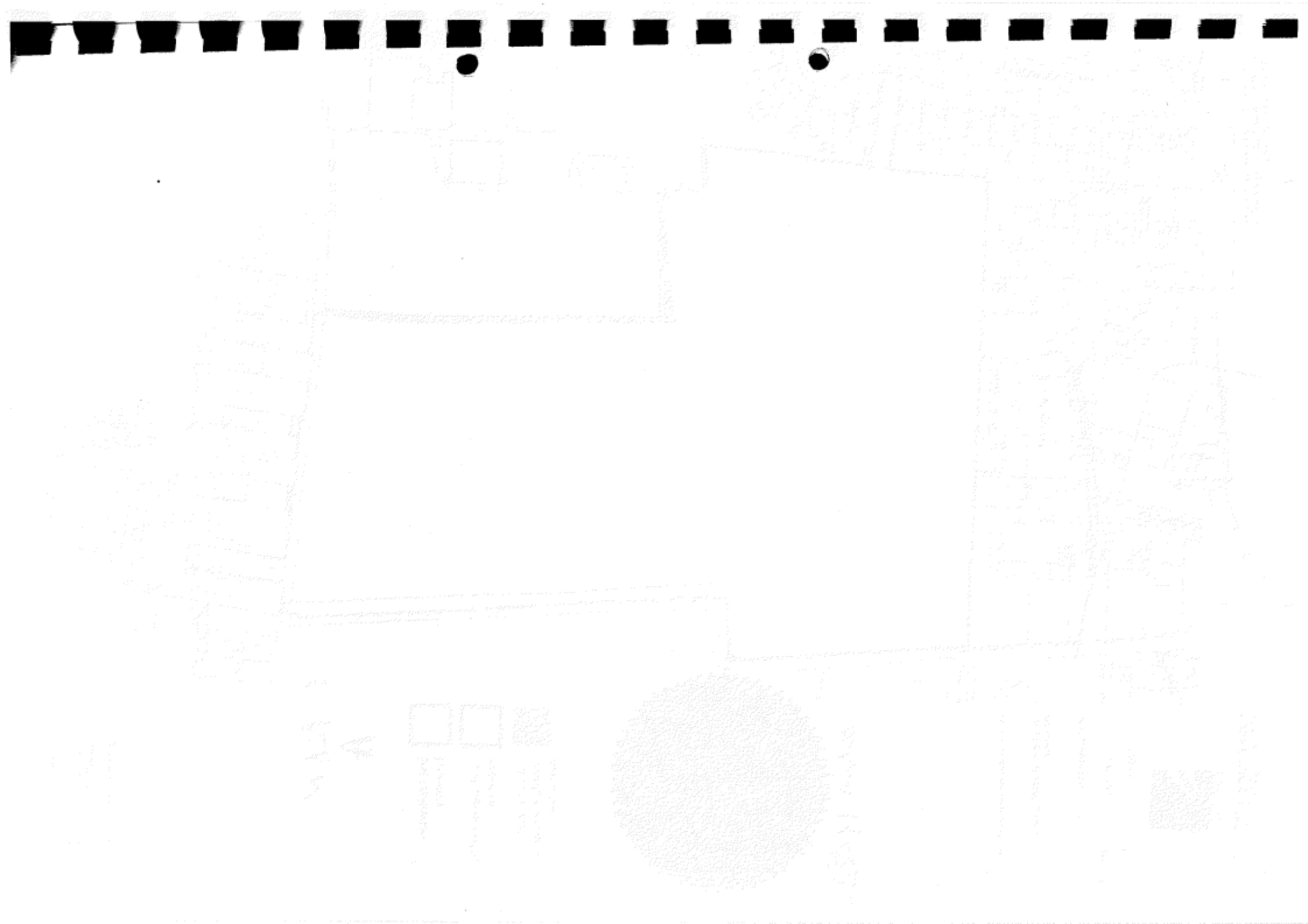
36/4691

- Site Application Boundary
- Land also owned by Applicant
- Public footpath outside Applicant's ownership

PLAN A

NO.	DATE	REVISION	DESCRIPTION
1	12/08/12	1	Issue for comment
2	12/08/12	2	Issue for comment
3	12/08/12	3	Issue for comment
4	12/08/12	4	Issue for comment
5	12/08/12	5	Issue for comment
6	12/08/12	6	Issue for comment
7	12/08/12	7	Issue for comment
8	12/08/12	8	Issue for comment
9	12/08/12	9	Issue for comment
10	12/08/12	10	Issue for comment
11	12/08/12	11	Issue for comment
12	12/08/12	12	Issue for comment
13	12/08/12	13	Issue for comment
14	12/08/12	14	Issue for comment
15	12/08/12	15	Issue for comment
16	12/08/12	16	Issue for comment
17	12/08/12	17	Issue for comment
18	12/08/12	18	Issue for comment
19	12/08/12	19	Issue for comment
20	12/08/12	20	Issue for comment





"Obligations"

Means the obligations, covenants and agreements contained in the Schedules.

"Occupation" "Occupy" and "Occupied"

Means beneficial occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations or occupation by a Service Provider.

"Open Market Housing Units"

Means the Residential Units available for sale on the open market but excluding the Affordable Housing Units.

"Owner"

Means the owner and in the case of two or more owners each or all of them as owners of any or all parts of the Land and as parties to this Agreement acting and being obliged by this Agreement jointly and severally who is (or are) described in recital 2 of this Agreement being a person or persons identified in accordance with Section 106 (9)(c) of the Act.

"Paragraph"

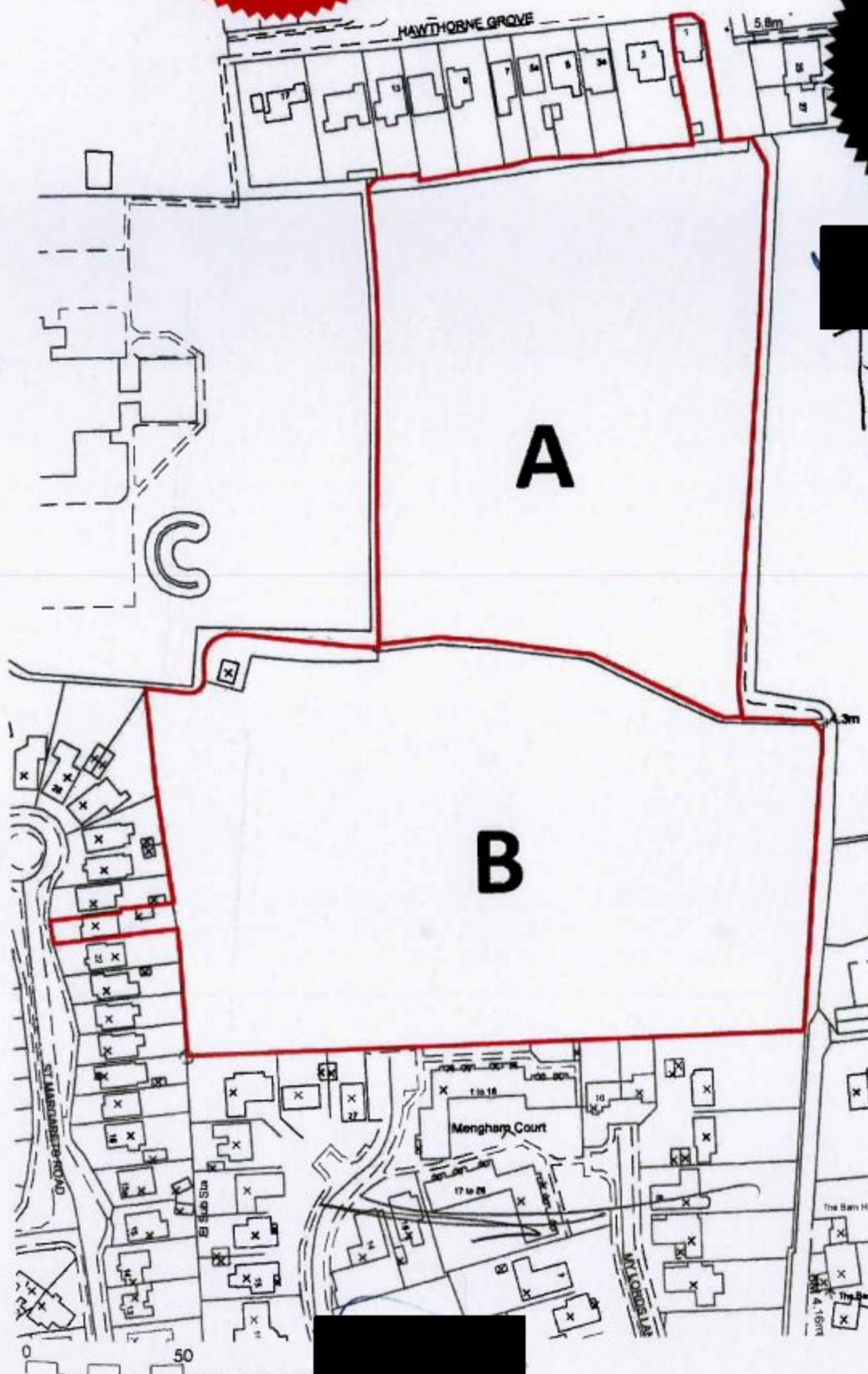
Means a Paragraph in a Schedule.

"Phase"

Means a phase of the Development which is the whole of the Development on that part of the Land

	shown labelled A on Plan B as one Phase (" Phase A ") and the whole of the Development on that part of the Land labelled B on Plan B as another Phase (" Phase B "), provided that the Owner may elect to nominate parts of Phase A and Phase B as substitute or additional Phases provided that those Phases do not contain less than twenty Units and further provided that those Phases are approved by the Council for the purposes of Schedule 1, such approval not to be unreasonably withheld or delayed in both cases.
"Plan A" and "Plan B"	Means the plans annexed hereto marked "A" and "B".
"Planning Act"	Means the Town and Country Planning Act 1990 as amended.
"Planning Permission"	Means the planning permission for the Development in the form of the draft attached to this Agreement.
"Provision" and "Provided"	Means, in the context of Affordable Housing, completion of the Affordable Housing Units so that they are fitted out and available for Occupation.
"Registered Provider"	Means a Registered Provider of Social Housing registered under the provisions of Section 111 of the Housing and Regeneration Act 2008.
"Residential Travel Plan"	means the approved Residential

№№ п/п	Имя	Адрес (адреса)	Возраст	Срок службы
1	Иванов И.	г. Москва, ул. Пушкина, д. 10	35	10



Tolcarne Drive Developments Ltd

Land North of Goldring Close
Mingham

Areas Plan

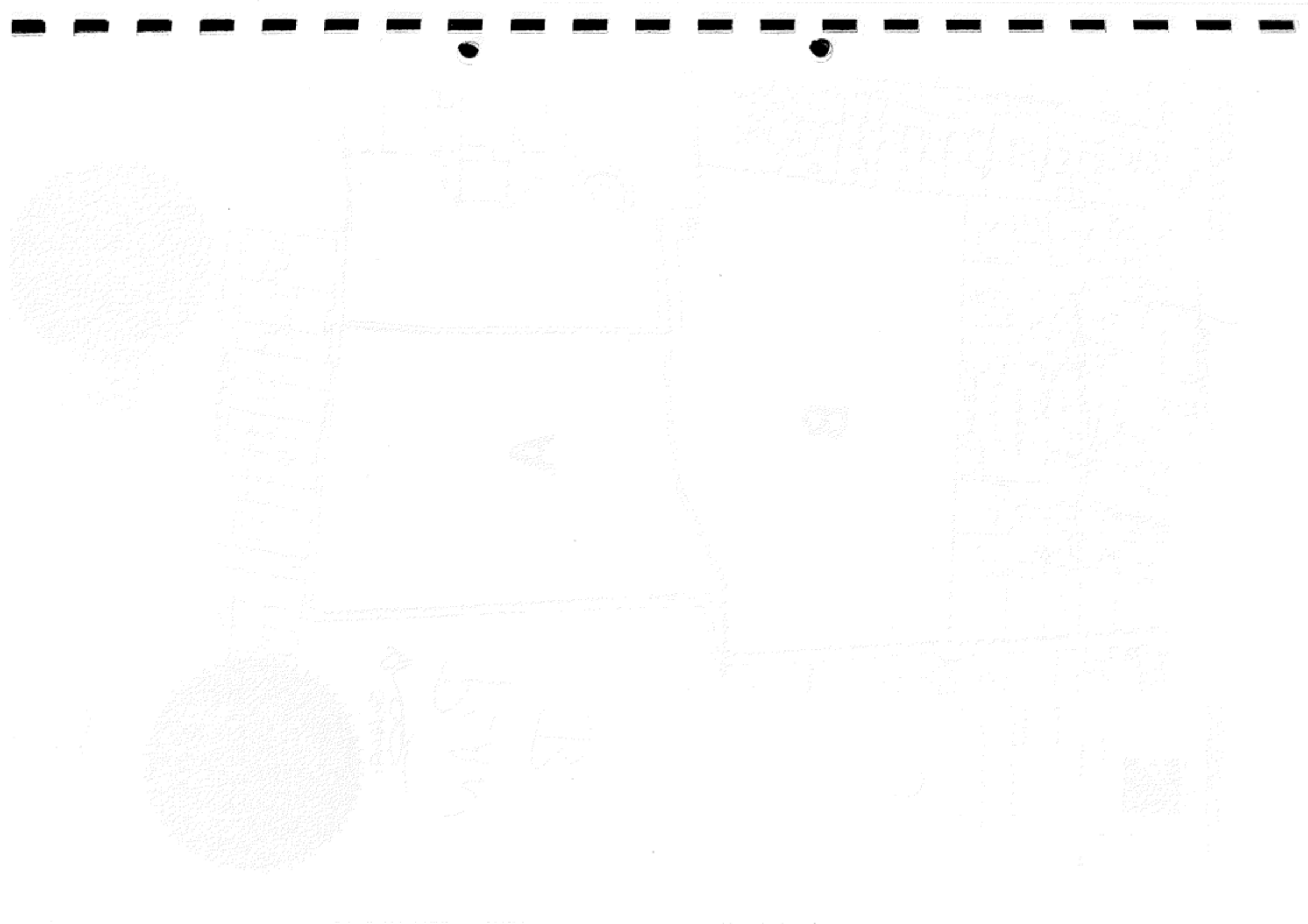
1.1250 @ A3

9711/P20

May 13



© Springer-Verlag, Heidelberg, 1992. Printed in Germany.



Travel Plan attached at Annex 3 subject to such amendment requested by the Owner and approved by the County Council, such approval not to be unreasonably withheld or delayed.

Means single residential dwellings whether individually or in groups and whether divided vertically or horizontally.

Means a statutory undertaker or other supplier of electricity, gas, water, sewage, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Means affordable housing leased to a lessee who purchases a percentage of the equity of the intermediate housing unit and pays a rent in relation to the share of the equity retained by the Registered Provider/Alternative Affordable Housing Provider.

"Schedule"

Means a schedule to this Agreement.

"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 within the Development.

"SUDS Scheme"

Means a scheme of Sustainable Urban Drainage set out on the Land as shown indicatively on Flood Risk Assessment and Outline Drainage Strategies dated September 2012 produced by Capita Symonds.

6.1 The provisions of this Agreement shall have effect, subject to Clause 15:

- (a) in respect of the provisions contained in Clauses 1 to this Clause 6.1 (inclusive) and Clauses 8 to 28 (inclusive) on the date of this Agreement.
- (b) in respect of the provisions contained in Clauses 6.2 and 7 and in the Schedules on Implementation.

6.2 With the intention and so as to bind the Land and all parts thereof so far as lawfully may be effected and into whomsoever hands the same may come the Owner hereby Covenants and Undertakes, as a planning obligation under the Planning Act, to comply fully with the obligations, covenants and agreements contained in the Schedules.

- 7.1 None of the Obligations shall be binding on or enforceable against:
- (a) an Owner if the Owner has parted with all its interest in the Land (or that part of the Land in which the Owner had an interest), except in respect of a breach subsisting prior to parting with such interest;
 - (b) an Owner who owns a part of the Land not affected by the relevant Obligation;
 - (c) any mortgagee or chargee having the benefit of a mortgage or charge over the Land (or that part of the Land) unless and until that mortgagee or chargee has entered into possession of the Land or the part thereof to which the Obligation relates; and
 - (d) Any Service Provider which has purchased or leased or taken a transfer or easement of or over any part of the Land.
- 7.2 Notwithstanding the provisions of Clause 7.1(c) the Obligations shall not bind nor be enforceable against:
- (a) any mortgagee or chargee of the Affordable Housing Land or part of it nor any person or persons who shall directly or indirectly derive title to the Affordable Housing Land or any part or parts thereof from such mortgagee or chargee or any Receiver appointed by such mortgagee or chargee; and
 - (b) any person or persons acquiring any of the Affordable Housing Units under a Voluntary Right to Acquire or a Statutory Right to Buy pursuant to the Housing Act 1985 the Housing Act 1988 or the Housing Act 1996 or any statutory re-enactment or modification thereof and all successors in title to such person or persons; and
 - (c) any lessee pursuant to a shared ownership lease whether or not such lessee has staircased to 100% ownership and such lessee mortgagee and successors in title.
- 7.3 The provisions of Paragraphs 3.1 to 3.3 (inclusive), 3.5, 3.6, 3.9, 3.12 to 3.14 (inclusive), 4.10, 5.9, 6.4 to 6.7 (inclusive) and 7.2 of Schedule 1 and Paragraphs 2.1, 2.4, 2.6 and 3 of Schedule 2 shall not be binding nor be enforceable against on owners of Residential Units.

- 7.4 The Obligations shall be binding on the Owner only if and to the extent that it has any interest within the meaning of Section 106 of the Planning Act in the part of the Land to which the Obligations relates.
8. This Agreement expresses itself and is executed as a Deed.
9. In the event of any difference between the description of the Development in this Agreement and the terms of the grant of permission at Appeal in response to the Application the text of the grant of planning permission only shall be deemed to express the permission granted by the Council in response to the Application.
10. The obtaining consequent upon the provisions of this Agreement of expressions of acceptance or satisfaction on the part of the Council with things done in discharge of the Obligations or determinations of materiality for the purposes of this Agreement shall be ineffective and not relied upon by any person unless in writing by the Council's Executive Head for Planning and the Built Environment for the time being or such other officer who may be identified in writing by the Council for this purpose.
11. In the event that any provision of this Agreement is held to be invalid or unenforceable the remaining provisions of this Agreement shall remain in full force and effect.
12. Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission granted by the Secretary of State for Communities and Local Government on appeal or reference to him after the date of this Agreement.

13. If the Permission expires within the meaning of section 91 of the Planning Act or is revoked quashed or otherwise withdrawn or modified by any statutory or judicial procedure without the consent of the Owners or its successors in title this Agreement shall cease to have effect.
14. This Agreement is a local land charge and shall be registered as such pursuant to the provisions of the Local Land Charges Act 1975 and section 106(11) of the Planning Act.
15. Clause not used.
- 16.1 The Owner covenants with the Council as set out in the Schedule 1.
- 16.2 The Owner covenants with the County Council as set out in Schedule 2.
- 16.3 The Council and the County Council covenant to comply with their agreements not to withhold or delay in Schedule 1 and Schedule 2.
17. The Owner will notify the Council in writing at least 14 days before Implementation.
18. Nothing in this Agreement shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Planning Act or under any other statute Provided Always That this Agreement shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may or have been at any time issued by the Council or any other appropriate person pursuant to the provisions of the Planning Act.

19. Any dispute or difference between the parties in connection with this Agreement (which shall include any matter hereunder which the Council has the discretion to agree or approve but does not do so) shall be referred to and determined by a single arbitrator to be appointed by agreement by the parties to the dispute or in default of agreement to be either an independent and duly qualified surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or a member of any other appropriate professional body as may be agreed between the parties and any person appointed shall act as arbitrator under the Arbitration Act 1996. Such arbitrator's decision (including without limitation as to the payment of costs of the arbitration) shall be final and binding upon the parties save in respect of any decision which is founded upon error in law or legal interpretation by such arbitrator.
20. No waiver (whether expressed or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing at any time any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner.
21. The Owner hereby agrees to pay the Council's and the County Council's reasonable legal and other costs in connection with the preparation and stamping of this Agreement such costs to be paid on entering into this Agreement.
22. Save where particular clauses specify otherwise all notices to be served and notifications to be given for the Council shall be marked for the attention of the Executive Head of Planning and Built Environment.
23. The Contracts Rights of Third Parties Act 1999 shall not apply to this Agreement.

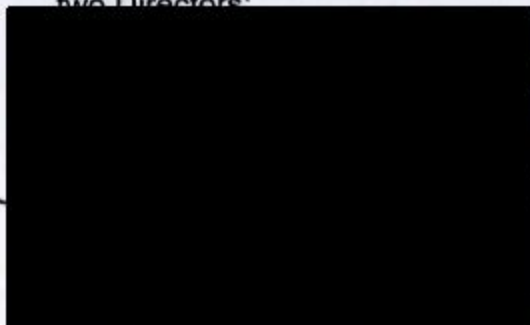
24. No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
25. If the Planning Permission shall expire before Implementation or shall at any time be revoked quashed modified or otherwise withdrawn then this Agreement shall immediately determine and cease to have further effect but in ceasing to have further effect shall not prejudice any express or implied rights accrued or accruing to the Owner by virtue of anything by the covenant in connection with or arising from the terms of this Agreement.
26. On the written request of the Owner (or in the alternative the party responsible for the performance of any particular covenant contained herein) at any time after each or all of the Obligations on their part contained in this Agreement have been performed or otherwise been discharged the Council will issue written confirmation of such performance or discharge.
27. The Council and the County Council (as applicable) will, on the written request of the Owner at any time after the Obligations have been fulfilled, issue written confirmation of it and cancel all related entries in the Register of Local Land Charges such confirmation not to be unreasonably withheld or delayed.
28. This Agreement is a local land charge and shall be registered as such.

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

Signed as a DEED by
TOLCARNE DRIVE
DEVELOPMENTS

)
)
)
)

acting by
a director and its secretary /
two Directors:



Director

Director/Secretary

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



Deputy to the
Solicitor to the Council

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

)
)
)
)
)



Authorised Officer

SCHEDULE 1
OWNER'S COVENANTS WITH THE COUNCIL

The Owner hereby covenants with the Council as set out in this Schedule 1 as follows:-

1. The Council Playing Space Contribution

- 1.1 Not to Occupy or permit to be Occupied the whole or any part of the Land before the Owner shall have paid to the Council or caused to be paid to the Council 50% of the Council Playing Space Contribution.

Not to Occupy or permit to be Occupied the 65th Residential Unit before the Owner shall have paid to the Council or caused to be paid to the Council 100% of the Council Playing Space Contribution (allowance being made for amounts of the Council Playing Space Contribution previously paid).

2. The Council Monitoring Fee

- 2.1 Not to Occupy or permit to be Occupied the whole or any part of the Land at any time before the Owner shall have paid to the Council the Council Monitoring Fee.

3. Affordable Housing

- 3.1 To provide not less the Affordable Housing Units within the Development.
- 3.2 The Affordable Housing Units shall reflect the general housing mix within the Development with the precise location mix and tenure of the Affordable Housing Units to be proposed by the Owner (with the Affordable Housing Units being clearly allocated within any Phase) for the Council's approval prior to Implementation, such approval to take into the Council's assessment of the local condition of the housing market. The Council will not withhold or delay such approval.
- 3.3 All Affordable Housing Units within the Development will be integrated

and compatible with the design of the Open Market Housing Units.

3.4 (a) Not to Occupy or to permit to be Occupied more than 45 of the Open Market Residential Units, being 50% of the total number of the Open Market Housing Units within the Development less the two Existing Units, until 20 Affordable Housing Units within the Development have been Provided within the Development and thereafter to ensure that Affordable Housing Units remaining shall be constructed contemporaneously with any Open Market Housing Units that adjoin Affordable Housing Units to provide a mixed development.

(b) As an alternative to the Obligation under Paragraph 3.4(a) of Schedule 1 and in the event of there being Phases and the Owner electing to comply with this Paragraph 3.3(b), not to Occupy or permit to be Occupied more than 50% of the total number of the Open Market Housing Units on a Phase until 50% of the total number of the Affordable Housing Units on that Phase have been Provided and thereafter to ensure that Affordable Housing Units remaining shall be constructed contemporaneously with any Open Market Housing Units that adjoin Affordable Housing Units on that Phase to provide a mixed development.

3.5 To construct or to ensure that the construction of the Affordable Housing Units is to at least the minimum standard required by the Homes and Communities Agency (or such other successor body's standards) Design and Quality Standards (2007) and the Code for Sustainable Homes published by the Government (or such replacement guidance) or other similar standard as may be appropriate and reasonably required by the Council.

3.6 Where Affordable Housing Funding has not been obtained despite the use of the Owner's reasonable endeavours to assist the Registered Provider to obtain it the Owner will notify the Council in writing that it has not been successful in obtaining Affordable Housing Funding. The Council will then, where it is reasonably satisfied that the Owner has complied in all material aspects with the obligations to use reasonable

endeavours to obtain Affordable Housing Funding, issue written notice to the Owner authorising the Owner to adjust the proportion of Affordable Rented Housing Units to a figure to be agreed with the Council subject to:

- (a) the level of any Affordable Housing Funding available to the Owner;
- (b) the Homes and Communities Agency's 'Economic Assessment Tool' or any such other economic assessment tool submitted by the Owner and reasonably 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
- (c) the results of any financial viability assessment carried out by the Owner

and the Council will not unreasonably withhold or delay such notice of satisfaction.

- 3.7
- (a) Not to occupy or to permit to be Occupied more than 68 Open Market Housing Units within the Development, being 75% of the total number of Open Market Housing Units within the Development less the Existing Units, until all of the Affordable Housing Units within the Development have been Provided, with written notification of such having been given to the Council.
 - (b) As an alternative to the Obligation under Paragraph 3.4(a) of this Schedule 1 and in the event of there being Phases and the Owner electing to comply with this Paragraph 3.4(b), not to Occupy or permit to be Occupied more than 75% of the total number of the Open Market Housing Units on a Phase prior to all of the total number of the Affordable Housing Units on that Phase being Provided and thereafter to ensure that Affordable Housing Units remaining shall be constructed contemporaneously with any Open Market Housing Units that

adjoin Affordable Housing Units on that Phase to provide a mixed development.

3.8 (a) Not to Occupy or Permit to be Occupied any Open Market Housing Units within the Development until either:

(i) the Owner has 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 with a term of no less than 125 years of the Affordable Housing Land to include the construction of the Affordable Housing Units and has also informed the Council of the party to whom the Affordable Housing Land has been transferred; or

(ii) the Affordable Housing Land has been transferred fully provided with services to a Registered Provider or an Alternative Affordable Housing Provider and written evidence of compliance in respect of the above has been supplied to the Council to its satisfaction the Council agreeing not to unreasonably withhold or delay confirmation of such satisfaction.

(b) As an alternative to the Obligation under Paragraph 3.8(a) of Schedule 1 and in the event of there being Phases and the Owner electing to comply with this Paragraph 3.8(b), not to Occupy or permit to be Occupied any Open Market Housing Units within the Development until either:

(i) the Owner has 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 with a term of no less than 125 years of the Affordable Housing Land in the Phase owned by the Owner, to include the construction of the Affordable Housing Units and has also informed the Council of the party to whom the Affordable Housing Land has been transferred); or

- (ii) the Affordable Housing Land in the Phase owned by the Owner has been transferred fully provided with services to a Registered Provider or an Alternative Affordable Housing Provider and written evidence of compliance in respect of the above has been supplied to the Council to its satisfaction the Council agreeing not to unreasonably withhold or delay confirmation of such satisfaction.

3.9 Where the Owner intends to provide Affordable Housing Units in association with an Alternative Affordable Housing Provider or a Registered Provider they shall only be used if the Registered Provider and/or the Alternative Affordable Housing Provider can demonstrate to the Council's reasonable satisfaction, confirmation of such satisfaction not to be unreasonably withheld or delayed:

- (a) the Registered Provider being listed with a satisfactory Regulatory Judgement by the Homes and Communities Agency or being given a similar listing or approval by a successor body to the Homes and Communities Agency; and
- (b) the Registered Provider having acceptable sustainable management arrangements and community development policies.

3.10 The transfer to the Registered Provider or Alternative Affordable Housing Provider of the Affordable Housing Land shall contain the following covenants:

- 3.10.1 a covenant not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing, and
- 3.10.2 a covenant not to dispose of any of the Affordable Housing Units other than by sale by way of Shared Ownership or Affordable Rent to the intent that all Affordable Rented Housing Units shall be used for the purpose of providing Affordable Housing to Eligible Persons, and

- 3.10.3 a covenant 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 all subsequent true voids, and
- 3.10.4 a covenant to manage all Staircasing Receipts of Affordable Housing Units which are grant funded in accordance with Housing Corporation or Homes and Communities Agency regulations, and
- 3.10.5 a covenant 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 including facilitating the acquisition of market housing or the conversion or refurbishment of existing housing to bring such housing back into beneficial use to enable it to be occupied by Eligible Persons 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 Owner thereafter for a period of 1 year within the administrative area of Hampshire and thereafter to any Affordable Housing provision within the United Kingdom; and
- 3.10.6 a covenant to ensure that the Low Cost Home Ownership Units (including Shared Ownership) must be let or sold to persons nominated by the Homebuy Agent; and
- 3.10.7 a covenant to ensure that the Affordable Rented Accommodation shall only be occupied by Eligible Persons; and
- 3.10.8 a covenant to ensure that the Registered Provider or Alternative Affordable Housing Provider provides written

returns to the Council at such dates to be agreed (but no more frequently than once in any twelve month period) 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.

- 3.11 The covenants set out in Paragraphs 3.10.1 to 3.10.8 (inclusive) of Schedule 1 shall not be binding or enforceable against any purchaser who purchases from the Registered Provider or Alternative Affordable Housing Provider the entire freehold to an Affordable Housing Unit or a long leasehold interest pursuant to an equity share arrangement nor shall such covenants be binding or enforceable against such a purchaser's successors in title.
- 3.12 Where the Owner intends 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 Council is satisfied that they are approved and regulated for such activities by the Homes and Communities Agency or any successor body and the Council will not unreasonably withhold or delay indicating such satisfaction to the Owner.
- 3.13 In the event only that there is a default under any legal charge or mortgage of an Affordable Housing Unit or any default under any legal charge or mortgage held by a Registered Provider or an Alternative Affordable Housing Provider in relation to the Affordable Housing Units then a mortgagee chargee receiver or manager (including an

administrative receiver) appointed pursuant to the Law of Property Act 1925 ("**Affordable Housing 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 Provided That the Affordable Housing Mortgagee shall first follow the procedures set forth below:

- (a) the Affordable Housing Mortgagee shall give 'written notice' ("**Notice**") to the Council of its intention to exercise its powers of the sale and shall at the time offer to sell ("**Offer**") the Affordable Housing Unit or Affordable Housing Units to the Council for an amount ("**Purchase Price**") to be agreed or determined in accordance with Paragraph 3.13(c) of Schedule 1.
- (b) the Council shall notify the Affordable Housing Mortgagee in writing within one (1) month of the date of the Offer whether or not it wishes to accept the Offer (in the case of acceptance such acceptance to be expressed to be conditional upon the Purchase Price being agreed) and if it does not wish to accept the Offer the Council may at the time of notifying the Affordable Housing Mortgagee of its decision nominate a nominee ("**Nominee**") in its place.
- (c) if pursuant to Paragraph 3.13(b) of Schedule 1 the Council shall accept the Offer or shall nominate a Nominee so to do then the Affordable Housing Mortgagee and the Council (or the Nominee as the case may be) shall endeavour to agree the Purchase Price which shall represent the open market value of the Affordable Housing Unit or Affordable Housing Units subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Agreement which restrict Occupation to persons on the Council's Housing Register and in default of agreement on the Purchase Price within two months of the Council's notification under Paragraph 3.13(b) of Schedule 1 the Purchase Price shall be determined by an arbitrator pursuant to the provisions of Clause 19.
- (d) any transfer to the Council or to the Nominee shall be completed within two (2) months of the date the Purchase Price

is agreed or determined by an arbitrator in accordance with the provisions of Clause 19 ("**Completion Period**").

(e) either party may at any time give to the other written notice of its intention to discontinue in any of the following circumstances namely:

- if the Council shall fail to give notice of intention to accept the Offer within one month of the date of the Offer or
- if the Council shall decline the Offer and fail to nominate a Nominee within one month of the date of the Offer or
- if either the Council or the Nominee shall at any time serve notice of intention to discontinue or
- 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 Affordable Housing Mortgagee to complete the transfer.

(f) Then in any of the above circumstances the Affordable Housing 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 3 of Schedule 1 which shall not be binding upon any purchaser from the Affordable Housing Mortgagee or any subsequent successor in title of the Affordable Housing Unit or Affordable Housing Units and at the written request of the Affordable Housing Mortgagee the Council shall expeditiously issue written confirmation that the restrictions in this Paragraph 3 of Schedule 1 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.

- 3.14 The Affordable Housing Units provided within the Development will be monitored in order to ensure compliance with the obligations in this Paragraph 3 of Schedule 1.

4. SUDS

- 4.1 The Owner will design a SUDS Scheme for the SUDS Area in accordance with the CIRIA 'C697 The SUDS Manual' or any equivalent and updated national design guidance as it may become available prior to obtaining the consents referred to in Paragraph 4.2 of Schedule 1 below either for the whole of the Land or, in the event of there being Phases, in relation to that part of the Land in the Phase owned by the Owner.

- 4.2 The Owner will obtain all necessary statutory consents for the SUDS scheme and to confirm that the design of the SUDS Scheme is such that the Environment Agency is satisfied with the adequacy of the SUDS Scheme to serve the Development either in relation to the whole of the Land or, in the event of there being Phases, in relation to that part of the Land in the Phase owned by the Owner.

- 4.3 Following approval of the SUDS Scheme by the Environment Agency the Owner will deliver in writing to the Council and County Council prior to Implementation the following:

4.3.1 The extent of the SUDS Scheme necessary to serve the Development and an indicative programme together with illustrative drawings for the comprehensive delivery of the SUDS Scheme; and

4.3.2 A maintenance regime document for the SUDS Scheme to ensure its correct functioning and operation until the Common Parts Disposal has occurred or if earlier adoption by the approved body.

either for the whole of the Land or, in the event of there being Phases, in relation to that part of the Land in the Phase owned by the Owner.

- 4.4 The Owner will ensure that the SUDS Scheme designed for the Development shall be so designed as to attenuate flows within the Development so as not to exceed the greenfield run-off rate (Q_{bar}) from the Land 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 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) either for the whole of the Land or, in the event of there being Phases, in relation to that part of the Land in the Phase owned by the Owner.
- 4.5 The Owner will design the detention basins in accordance with the method prescribed in the Flood Risk and Drainage Assessment report prepared by Capita Symonds either for the whole of the Land or, in the event of there being Phases, in relation to that part of the Land in the Phase owned by the Owner.
- 4.6 The Owner will provide to the Council prior to Implementation the design of the SUDS Scheme for the Council's approval (such approval not to be unreasonably withheld or delayed), the draft design to include the provision of features necessary within the Development and without prejudice to the generality thereof the following items:
- 4.6.1. All relevant drawings and design calculations; and
 - 4.6.2. A copy of the consents and evidence referred to in Paragraph 4.2 of Schedule 1 above; and
 - 4.6.3. A draft programme for the construction and delivery of the SUDS Scheme.
- either for the whole of the Land or, in the event of there being Phases, in relation to that part of the Land in the Phase owned by the Owner.

- 4.7 The Owner will not implement the SUDS Scheme either for the whole of the Land or, in the event of there being Phases, in relation to that part of the Land in the Phase owned by the Owner until the Council's approval has been obtained pursuant to Clause 4.6 of Schedule 1.
- 4.8 The Owner will construct the SUDS Scheme in accordance with the approved design and the programme agreed in accordance with the SUDS Scheme approved by the Council either for the whole of the Land or, in the event of there being Phases, in relation to that part of the Land in the Phase owned by the Owner.
- 4.9 The Owner will not to permit occupation of any Residential Unit within the Development or, in the event of there being Phases, in relation to that part of the Land in the Phase owned by the Owner unless and until the SUDS scheme has been constructed and is ready for use in accordance with the provisions of this Paragraph 4 of Schedule 1.
- 4.10 The Owner will maintain the SUDS Scheme in accordance with the maintenance regime to be agreed in Paragraph 4.7 of Schedule 1 above until the Common Parts Disposal has occurred or if earlier adoption by the approved body or, in the event of there being Phases, in relation to that part of the Land in the Phase owned by the Owner.
- 4.11 The Owner will provide to the Council a performance bond ("**Bond**") issued by a clearing bank or other institution (hereinafter called "**Surety**") approved by the Council (such approval not to be unreasonably withheld or delayed) either for the whole of the Land or, in the event of there being Phases, in relation to that part of the Land in the Phase owned by the Owner in a form agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) for the cost of construction of the SUDS scheme (such cost to be reasonably assessed by the Council) Provided That the Owner may, as an alternative to the provision of such Bond, place an amount equal to such cost of construction in an escrow account with an escrow agent

governed by rules reasonably agreed by the Council reflecting the provisions contained in Clause 4.12 (mutatis mutandis).

4.12 The Bond shall be to the effect that if the Owner shall fail to construct the SUDS scheme in accordance with the provisions contained in this Paragraph 4 of Schedule 1 or prior to completion of such construction shall be adjudicated bankrupt or shall go into liquidation voluntarily or otherwise or shall execute a deed of assignment for the benefit of or otherwise compound with its creditors (except for the purpose of reconstruction or amalgamation) the Council may without prejudice to its other rights remedies and powers against the Owner for such failure require by written notice the Surety to pay the Council a sum equivalent to any expenditure which the Council may incur in carrying out the construction of the SUDS scheme and also the Council's reasonable legal costs properly arising from the provision of the SUDS scheme for which sum the Surety binds itself and its successors and assigns to the Council.

4.13 The Bond is to be provided prior to Implementation and to endure until there is Occupation of a Residential Unit either within the Development or, in the event of there being Phases, in relation to that part of the Development owned by the Owner.

5. Management of the Common Parts and Management Company

5.1 The Owner shall not Implement the Development in any part of the Land or, in the event of there being Phases, not Implement the Development in the Phase owned by the relevant Owner unless and until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the Owner's proposal for an entity to be responsible for the maintenance and management of Common Parts including the following features:

- (i) SUDS Scheme (if unadopted) for the Land as a whole or, in the event of there being Phases, the SUDS Scheme in the Phase owned by the Owner;
- (ii) unadopted roads footpaths cycle ways parking courts and drives

in the Land as a whole or, in the event of there being Phases, unadopted roads footpaths cycle ways parking courts and drives in the Phase owned by the Owner; and

- (iii) any other parts of the Common Parts in the Land as a whole or, in the event of there being Phases, any other parts of the Common Parts in the Phase owned by the Owner.

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

5.2 The Owner shall not Occupy or cause or permit Occupation of any Residential Unit within the Development or, in the event of there being Phases, the Owner shall not Occupy or cause or permit Occupation of any Residential Unit within the Phase owned by the relevant Owner unless and until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the Owner's proposal for the future maintenance and management of the Common Parts including the following features:

- (i) SUDS Scheme (if unadopted) for the Land as a whole or, in the event of there being Phases, the SUDS Scheme in the Phase owned by the Owner;
- (ii) unadopted roads footpaths cycle ways parking courts and drives in the Land as a whole or, in the event of there being Phases, unadopted roads footpaths cycle ways parking courts and drives in the Phase owned by the Owner; and
- (iii) any other parts of the Common Parts in the Land as a whole or, in the event of there being Phases, any other parts of the Common Parts in the Phase owned by the Owner.

such proposals to include measures to address the maintenance and other obligations contained within the Biodiversity Mitigation, Enhancement and Management Strategy approved by the Council under Paragraph 7.1 of Schedule 1.

5.3 The Owner shall not Occupy or cause or permit Occupation of any Residential Unit within the Development until:

- (i) the Management Company (as defined below) 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); and
- (iii) The Common Parts Disposal has occurred so as to ensure that the Common Parts are properly maintained.

5.4 Prior to the expiry of six months from Implementation to apply to the Solicitor to the Council for written approval by the Council of:

5.4.1 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

5.4.2 proposals for arrangements under which the Management Company is required to carry out the Management Plan (which may be incorporated into documentation relating to the Common Parts Disposal) so as to ensure that the Common Parts are properly maintained and also in accordance with the obligations contained within the Biodiversity Mitigation, Enhancement and Management Strategy; and

5.4.3 proposals for arrangements to secure the future access for the public to the Open Space and pedestrian/cycle routes and any internal roads and/or streets such arrangements to remain in place in perpetuity unless and until adopted or dedicated pursuant to the provisions of Paragraph 3.3 of Schedule 2.

and this application 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 under Paragraph 5.5 of Schedule 1.

The Council, in considering these items for approval may require reasonable modifications to them but may not unreasonably withhold or delay such approval.

- 5.5 The Council shall give notice to the Owner of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owner under Paragraph 5.4 of Schedule 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.
- 5.6 Following the approval by the Council of the proposed memorandum and articles of association and/or arrangements under which the Management Company is required to carry out the Management Plan and the Owner shall procure the formation and registration of the Management Company at Companies House on the basis of the approved Memorandum and Articles and shall within ten Working Days' following its formation provide the Owner shall notify the Council of such formation of the Management Company.
- 5.7 The Owner shall prior to the expiry of six months from Implementation to apply to the Solicitor to the Council for written approval by the Council of a draft of the Management Plan.

The Council, in considering this approval may require reasonable modifications to it to ensure that future maintenance of the Common Parts is secured, with details as to how the street lighting, cleaning and maintenance of the Common Parts and the SUDS is to be carried out and how this will also accord with the Biodiversity Mitigation, Enhancement and Management Strategy approved by them under Paragraph 7.1 of Schedule 1, but may not unreasonably withhold or delay such approval.

- 5.8 The Council shall give notice to the Owner of its decision to either approve (with or without modifications) or to refuse to approve the Management Plan under Paragraph 5.7 of Schedule 1 above within

one month of receipt of the draft Management Plan and in the event that the Council fails to give such notice the details as submitted shall be deemed to have been approved.

- 5.9 The Owner shall repair and maintain the Common Parts to the reasonable satisfaction of the Council until such time as the Management Company is formed and registered and the Management Plan approved by the Council has been implemented, such maintenance arrangements to be approved by the Council (such approval not to be unreasonably withheld or delayed).

The Council shall give notice to the Owner of its decision to either approve (with or without modifications) or to refuse to approve the proposed maintenance arrangements under this Paragraph 5.9 of Schedule 1 within one month of receipt of the proposed maintenance arrangements and in the event that the Council fails to give such notice the proposed maintenance arrangements as submitted shall be deemed to have been approved.

- 5.10 Following the Common Parts Disposal the Management Company will be liable to the Council to carry out the Management Plan and the Owner will have no further liability under this Paragraph 5 of Schedule 1 and will have no further obligations under Paragraphs 4.10 and 7.2 of Schedule 1.

6. Employment and Skills Plan

- 6.1 Prior to Implementation to submit to the Council for written approval a draft Employment and Skills Plan prepared on the basis of a template is set out in Annex 1 and including all the items listed under Paragraph 6.4 and the items mentioned under Paragraphs 6.5 and 6.6 of Schedule 1 either in relation to the whole of the Development or, in the event of there being Phases, in relation to that part of the Development in the Phase owned by the Owner.
- 6.2 The Owner shall not Implement the Development or permit Implementation either in relation to the whole of the Development or, in the event of there being Phases, in relation to that part of the

Development in the Phase owned by the Owner until an Employment and Skills Plan has been approved by the Council (such approval not to be unreasonably withheld or delayed).

- 6.3 The Council shall give notice to the Owner of its decision to either approve (with or without modifications) or to refuse to approve the proposed a draft Employment and Skills Plan under this Paragraph 6 within one month of receipt of the draft Employment and Skills Plan and in the event that the Council fails to give such notice the draft Employment and Skills Plan as submitted shall be deemed to have been approved.

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

6.4.1 Jobcentre Plus and the Skills Funding Agency; and

6.4.2 Voluntary and private sectors providers; and

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

either in relation to the whole of the Development or, in the event of there being Phases, in relation to that part of the Development in the Phase owned by the Owner.

- 6.5 The Employment and Skills Plan shall specify the provision for training opportunities and other initiatives in respect of the vocational and employability skills required by the Owner/developer, their contractors and future occupiers, for any new jobs and business opportunities created by the Development either in relation to the whole of the Development or, in the event of there being Phases, in relation to that part of the Development in the Phase owned by the Owner.

6.6 As part of the Employment and Skills Plan the Owner/developer may be required to provide financial contributions to the Council to cover specific costs incurred by the Council in the implementation of the Employment and Skills Plan. The Plan shall set out the matters on which expenditure may be incurred together with the timings for such expenditure and the trigger for these payments either in relation to the whole of the Development or, in the event of there being Phases, in relation to that part of the Development in the Phase owned by the Owner.

6.7 Following approval of the Employment and Skills Plan by the Council the Owner will promote the objectives of the Employment and Skills Plan and ensure that so far as is reasonably practicable the objectives are met either in relation to the whole of the Development or, in the event of there being Phases, in relation to that part of the Development in the Phase owned by the Owner.

7. Biodiversity Mitigation, Enhancement and Management Strategy

7.1 Prior to Implementation the Owner shall submit to the Council a detailed Biodiversity Mitigation, Enhancement and Management Strategy for written approval, such strategy to detail:

- (a) the measures to be implemented to avoid, mitigate and compensate against any significant effect on the Chichester and Langstone Harbours SPA/Ramsar site and Chichester Harbour SSSI;
- (b) measures to enhance the Land;
- (c) specific management measures to ensure the long term benefit of biodiversity; and
- (d) a timetable setting out the phasing of such mitigation, enhancement and management measures

and the Council may not unreasonably withhold or delay such approval.

7.2 Following the Council's approval under Paragraph 7.1 of Schedule 1, the Development must be constructed, laid out and maintained in

accordance with the Biodiversity Mitigation, Enhancement and Management Strategy.

- 7.3 Each Owner of a Residential Unit on the Land must comply with the Biodiversity Mitigation, Enhancement and Management Strategy approved by the Council under Paragraph 7.1 of Schedule 1 in relation to their use of the Common Parts.

SCHEDULE 2
OWNER'S COVENANTS WITH THE COUNTY COUNCIL

The Owner hereby covenants with the County Council as set out in this Schedule 2 as follows:

1. The County Council Transport Contribution

- 1.1 (a) Not to Occupy or permit to be Occupied any part of the Land before the Owner shall have paid to the County Council or caused to be paid to the County Council 50% of the County Council Transport Contribution (Indexed); and

(b) Not to Occupy or permit to be Occupied the 65th Residential Unit on the Land before the Owner shall have paid to the Council or caused to be paid to the Council the whole of the remainder of the County Council Transport Contribution (Indexed), allowance being made for amounts of the County Council Transport Contribution (Indexed) previously paid.

- 1.2 The County Council Transport Contribution is a contribution to the cost of highway and transport provision and improvements being those schemes identified in the transport contribution list contained at Annex 2 or any other such scheme within the Havant Borough Transport Statement that is relevant to the Land.

2. The Residential Travel Plan

- 2.1 Not to Occupy or permit Occupation of the Development until such of the measures contained in the Residential Travel Plan as can reasonably be implemented prior to Occupation are implemented to the reasonable satisfaction of the County Council, the County Council agreeing not to unreasonably withhold or delay confirmation of such satisfaction.

- 2.2 Not to Occupy or allow Occupation of the Development until the first annual instalment of the County Council Residential Monitoring Fee and County Council Residential Travel Plan Assessment Fee has

been paid to the County Council.

- 2.3 Not to Occupy or allow Occupation of the Development until a Travel Plan Coordinator as defined by and in accordance with the approved Residential Travel Plan has been appointed (whether as a consultant of an employee and whether by the Owner or by the Management Company) for a period of at least five years from the date of first Occupation of the Development.
- 2.4.1 The Travel Plan Coordinator shall be responsible for (amongst other things) monitoring the performance of the Residential Travel Plan and shall liaise with residents of the Land as required.
- 2.4.2 The Travel Plan Coordinator shall provide a progress report (as to the performance of the Residential 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.
- 2.4.3 The Travel Plan Coordinator shall make reasonable endeavours to appoint a voluntary travel plan coordinator for a period of five years from the Occupation of the last Open Market Housing Unit.
- 2.5 Not to Occupy or allow Occupation of the Development until the County Council Residential Travel Plan Cash Deposit has been paid to the County Council Provided That if monitoring of the Residential Travel Plan (in accordance with the terms of this Deed) indicates that the terms and provisions of the approved Residential Travel Plan are not being complied with the County Council shall by written notice require the Owner to take such steps as are reasonable and necessary to remedy such breach and shall provide the Owner with a reasonable period of not less than two months in which to do so.
- 2.6 If the Owner fails to remedy the breach within the period set out in the notice received pursuant to Paragraph 2.5 of Schedule 2 the County Council shall be entitled to use such amount within the County Council Residential Travel Plan Cash Deposit as may be reasonably required for the County Council to remedy the said breach and (if

required to do so by the County Council) the Owner of (following the Common Parts Disposal) the Management Company shall top up the County Council Residential Travel Plan Cash Deposit to the amount set out in the definition of that term in Clause 5 or by such lesser amount or amounts as may be necessary to ensure that the same are commensurate with the Owner's residual liability under the approved Residential Travel Plan whichever is the lesser amount.

- 2.7 If the Owner implements and performs any of the terms and provisions of the approved Residential Travel Plan from time to time and provides written evidence of the same to the County Council the County Council Residential Travel Plan Cash Deposit shall be reduced by such amount as may be agreed between the Owner and the County Council (both acting reasonably and without delay) and within ten Working Days' of such agreement any excess contained in the County Council Residential Travel Plan Cash Deposit or any residue thereof at the time shall be returned to the party constituting the Owner who paid the County Council Residential Travel Plan Cash Deposit to the County Council (and not their successors in title as 'Owner') or (following the Common Parts Disposal) shall be returned to the Management Company with any interest accrued thereon.
- 2.8 On the fifth anniversary of the Occupation of the Development and upon receipt of written evidence from the Owner to the County Council that it has implemented and performed all of the terms provisions measures and/or targets as set out in the Residential Travel Plan (the Council acting reasonably and without delay in providing such evidence) the County Council Residential Travel Plan Cash Deposit or any residue thereof at the time shall be returned to the Owner or (following the Common Parts Disposal) the Management Company with any interest accrued thereon.
- 2.9 Upon a Common Parts Disposal the Owner shall ensure that any such Transfer or long lease shall include a covenant that the Management Company or other transferee under a transfer of the Common Parts shall be responsible for the implementation and continued implementation of the obligations in respect of Residential Travel Plan contained within this Schedule and upon such Common Parts

Disposal incorporating such covenant the Owner shall be released from all its Obligations under Paragraphs 2.6, 2.7 and 2.8 of this Schedule 2.

3. **Access Roads**

- 3.1 To submit a formal full design check in relation to access works affecting the public highways know as St Margarets Road and Hawthorne Grove. The Council acknowledges that access arrangements to the Development are achievable for the purposes of access to those public highways.
- 3.2 To enter into agreement(s) under section 278 of the Highways Act 1980 with the County Council in respect of any works affecting the public highways know as St Margarets Road and Hawthorne Grove and to complete any works so authorised by the County Council prior to the Implementation of the Development, the County Council agreeing not to unreasonably withhold or delay approval of the detailed design of any such works.
- 3.3 To offer for adoption under section 38 of the Highways Act 1980 with the County Council any roads and foot paths that within the Development but outside the curtilages of dwellings, that are to be adopted as highways maintainable for public use or dedicated for public use and maintainable by the Management Company, the Owner acknowledging that all such roads and foot paths within the Development may be adopted or dedicated in this manner and that the Owner may be required to make up and repair roads to the reasonable satisfaction of the County Council prior to such adoption or dedication and the County Council agreeing not to unreasonably withhold or delay approval of the works to be undertaken under any agreement(s) pursuant to section 38 of the Highways Act 1980.

Annex 1

Template for Employment and Skills Plan

Land
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.

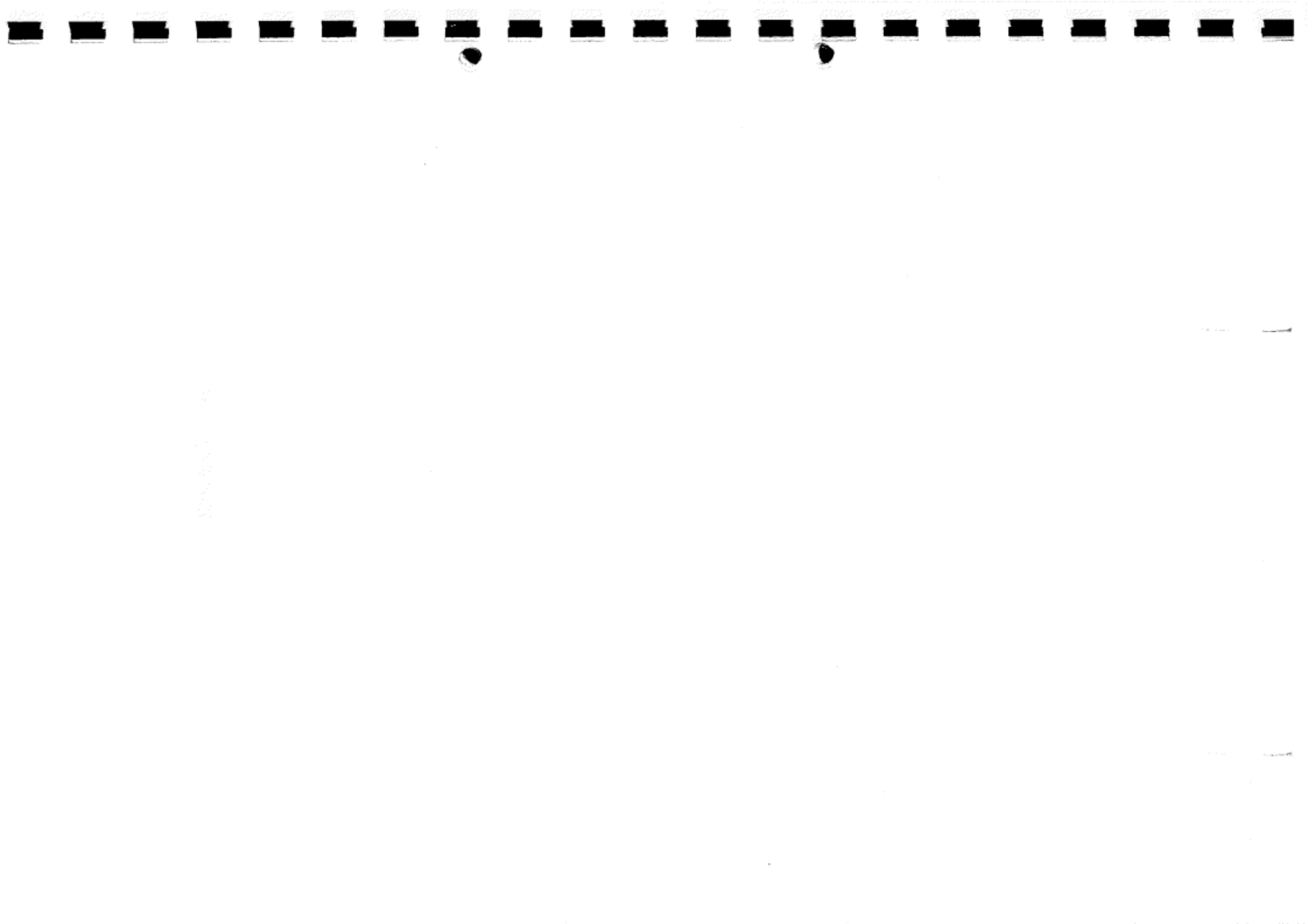
Delivery Please complete the employment and skills matrix at the end of this document with details of the following employment and training measures that will be provided for local people during the construction phase of the development. Please provide any other relevant information to support the employment and skills plan. • Recruitment through Jobcentre Plus and other local employment vehicles. • Work trials and interview guarantees. • Pre-employment training. • Apprenticeships. • Vocational training (NVQ). • Work experience (14-16 years, 16-19 years and 19+ years). • School, college and university site visits. • Construction Skills Certification Scheme (CSCS) cards. • Supervisor training. • Leadership and management training. • Support with transport, childcare and work equipment. • Any further details of in-house training schemes. 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 any other relevant information to support the employment and skills plan. • Recruitment through Jobcentre Plus and other local employment vehicles. • Work trials and interview guarantees. • Pre-employment training. • Apprenticeships. • Vocational training (NVQ). • Work experience (14-16 years, 16-19 years and 19+ years). • School, college and university site visits. • Construction Skills Certification Scheme (CSCS) cards. • Supervisor training. • Leadership and management training. • Support with transport, childcare and work equipment. • Any further details of in-house training schemes. Monitoring Please provide details on how the Employment and Skills Plan will be monitored.
--

Employment and Skills Matrix

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

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

Annex 2
Transport Contribution List



Havant Borough Transport Statement – Transport Contribution List

District Statement Ref	Mode	Area	Works	Est cost	Benefit
H17	Ped/cycle	St Faiths	<u>Toucan Crossing:</u> Upgrade informal crossing of A3023 Langstone Road to Toucan at junction of Mill Lane	£80k	Improved sustainable links to/from the island
H18	Cycle	St Faiths	<u>On road cycle route:</u> Over Langstone bridge between Langstone Sailing Club and Northney Road	£60k (£40k req)	Improved sustainable links to/from the island
H39	Bus	St Faiths	<u>Bus punctuality Improvements:</u> Over Langstone Road A3023 bridge	£10k	Improved sustainable links to/from the island
HA2	Cycle	Hayling	<u>Footpath upgrade:</u> Upgrade existing footpath (88/102) to allow cycle use	£50k	Improve leisure cycle link towards south east of island
HA4	Ped	Hayling	<u>Pelican Crossing:</u> Upgrade of Existing Zebra Crossing on Elm Grove to a Pelican by Hayling Billy Pub	£70k	Improve pedestrian facilities to local services
HA5	Ped	Hayling	<u>Pelican/Toucan Crossing:</u> On Elm Grove by Hayling Island Health Centre	£70k	Improve pedestrian/cycle facilities to local services
HA6	Ped/cycle	Hayling	<u>Foot/cycleway:</u> Hayling Billy to the ferry and 'Inn on the Beach' to Eastoke'	£260k	Improvement of leisure routes/links to Portsmouth
HA7	Ped/cycle	Hayling	<u>Off Road cycle route:</u> 'Inn on the Beach' to Staunton Av; and Eastoke to Creek Road	£100k	Improvement of leisure routes
HA10	Ped	Hayling	<u>Ped refuge:</u> Across Beach Road to improve access to Hayling Park	£15k	Improve pedestrian access to sport/leisure facilities (playing fields/pitches etc.
HA11	Bus	Hayling/Havant	<u>Improved access kerbing:</u> Along Stagecoach route 30/31 from Hayling Island to Havant	£20k	Improve accessibility to public transport towards Havant and the south of the island
	Safer Routes to School	Hayling	<u>Mengham Junior School:</u> Access improvement works to rear (east of school)	TBC	Improved access to the school from the site.
H35 (Strategic)	Bus	Havant	<u>Provision of real Time bus information:</u> Havant Bus Station	£150k	Improved public transport infrastructure at local destination for shopping and employment facilities.
S1 (Strategic)	Bus	Havant/Portsmouth (district wide)	<u>Cross Borough Bus Rapid Transport (BRT) route:</u> Havant to Portsmouth BRT Route	£1.5m	Improved linkage between Improved sustainable public transport links between Havant and Portsmouth providing greater access to employment leisure and shopping facilities.
Total				£2,365k	

Annex 3
Approved Residential Travel Plan



DOCUMENT CONTROL			
Project		Last Issue of Book Cover, Booklet, Flying Leaflet	
Doc No.		Date	
Document Title		Document Type	
Land South of ...			
Me ...			
Haylin ...			
Approved by		Date	Version
Reviewed by		Date	Version
Drawn by		Date	Version
Checked by		Date	Version
Issued to HCC for comment		Date	Version
Incorporating comments from HCC		Date	Version
Prepared by		Date	Version
Tolcan ...		Date	Version
Developm ...		Date	Version
Stuart ...		Date	Version
Associat ...		Date	Version

**Prepared for
Tolcarne Drive
Developments Ltd**

by

**Stuart Michael
Associates Limited**



August 2012

Coombe House
Coombe Square
Thatcham
Berkshire
RG19 4JF

T: 01635 867711
F: 01635 861715
E: mail@stuartmichael.co.uk
W: www.stuartmichael.co.uk

SMA Ref: 3726/RTP

Issue Status: Final

DOCUMENT CONTROL

Project	Land South of Beech Grove, Mengham, Hayling Island		
Job No.	3726		
Document Title	Residential Travel Plan		
File Location	N:\Admin Project\3700 to 3799\3726 - Land south of Beech Grove, Hayling\Reports\Travel Plan\3726 Travel Plan 01.doc		
Prepared by	Caroline Tuttle	Date	16/08/2012
Reviewed by	Dave Wiseman	Date	17/08/2012
Approved by	Dave Wiseman	Date	17/08/2012
Document Issue	Description / Changes	Revised by	Date
First draft	Issued to HCC for comment		17/08/2012
01	Incorporating comments from HCC	C. Tuttle	31/08/2012



COPYRIGHT

The copyright for this document rests with Stuart Michael Associates Limited. Copyright for documents and other published sources of information prepared by others and used in the document may rest with others.

The contents, in whole or in part, of this document are restricted for use by the client and Stuart Michael Associates Limited in connection with the project in accordance with the terms of engagement. Stuart Michael Associates Limited accepts no liability or responsibility for use of this document for purposes other than those originally intended. Third parties relying on the contents of the document do so at their own risk.

No part of the contents of this document may be copied from any digital viewing system maintained to provide access for public scrutiny or any other source without written permission from the Company Secretary of Stuart Michael Associates Limited.

© Stuart Michael Associates Limited 2013

Stuart Michael Associates Ltd. Registered in England and Wales. Registration Number: 3739154

Registered Office: Coombe House, Coombe Square, Thatcham, Berkshire RG19 4JF.

Telephone: 01635 867711 Facsimile: 01635 861715.

CONTENTS

SECTIONS

		PAGE
1.0	INTRODUCTION	1
2.0	POLICY CONTEXT	4
3.0	SITE ACCESSIBILITY AND TRANSPORT DATA	8
4.0	THE DEVELOPMENT	15
5.0	AIMS AND OBJECTIVES OF THE TRAVEL PLAN	17
6.0	POTENTIAL TARGETS	18
7.0	PROPOSED MEASURES	21
8.0	COMMUNICATING AND PROMOTING THE TRAVEL PLAN	25
9.0	MANAGING THE TRAVEL PLAN	28
10.0	MONITORING, REVIEW AND COSTS OF THE TRAVEL PLAN	30
11.0	ACTION PLAN	32

FIGURES

Figure 1.1	Site Location Plan	1
Figure 3.1	Accessibility Plan	8
Figure 3.2	Walking and Cycling Journey Times	10
Figure 3.3	Existing Cycle Provisions	11
Figure 3.4	Existing Bus Services	12

APPENDICES

Appendix 1	Site Layout
Appendix 2	TRICS Output – Houses Privately Owned
Appendix 3	Draft Travel Survey

ACRONYMS AND ABBREVIATIONS

CIHT	The Chartered Institution of Highways and Transportation (formerly IHT)
DfT	Department for Transport
HBC	Havant Borough Council
HCC	Hampshire County Council
IHT	The Institution of Highways and Transportation (now CIHT)
LDF	Local Development Framework
LTP3	Third Local Transport Plan
MfS	Manual for Streets
NCN	National Cycle Network
NPPF	National Planning Policy Framework
PTP	Personal Travel Planning
RTIP	Residents' Travel Information Pack
RTP	Residential Travel Plan
SAM	Standard Assessment Methodology
SMA	Stuart Michael Associates
SMART	Specific, Measurable, Achievable, Realistic and Time-bound
SPD	Supplementary Planning Document
TA	Transport Assessment
TPC	Travel Plan Coordinator
TRICS	Trip Rate Information Computer System

1.0 INTRODUCTION

- 1.1 This Travel Plan has been prepared by Stuart Michael Associates, consulting engineers, on behalf of Tolcarne Drive Developments Limited (the "Applicant"). This Travel Plan is in support of a Planning Application for 131 residential dwellings on land south of Beech Grove, Mengham, Hayling Island. Hayling Island is situated on the south coast in the Havant district of Hampshire.

Background

Site Location and Accessibility Summary

- 1.2 The site is located on land south of Beech Grove and is bounded to the west by Mengham Junior School, to the north by existing residential development on Hawthorne Grove and Beech Grove, to the east by fields, and to the south by existing residential development on Golding Close and My Lords Lane (**Figure 1.1** refers).
- 1.3 The Applicant proposes to construct 131 dwelling units at the site; the proposed site layout is attached at **Appendix 1**. The site is well-located for access to local facilities, with a full range of everyday amenities (including schools, convenience stores, post office, barbers, banks and public library) within reasonable walking distance of the centre of the site.
- 1.4 Bus services 30 and 31, operated by Stagecoach, comprise 'The Bridge' bus link between the town of Mengham and Havant, operating at a typical half hourly weekday frequency.

The Residential Travel Plan

- 1.5 The requirement for a Travel Plan is set out in Appendix B of the Department for Transport (DfT) document "Guidance on Transport Assessment" (March 2007). Both a Transport Assessment (TA) and Travel Plan are required for a development comprising more than 80 residential units.
- 1.6 This document is intended as a Full Residential Travel Plan (RTP) with the proposed modal shift 'SMART' targets to be finalised following occupation of the proposed development (Section 6 refers).
- 1.7 The RTP is designed to mitigate potential transport impacts which could arise from the proposed development. It should be considered in conjunction with the TA submitted in support of this application.
- 1.8 National policy documents and local guidance notes have been consulted and described in Section 2. In addition to these resources, the following documents have also been consulted in the preparation of this Travel Plan:

- Hampshire County Council (HCC) 'A Guide to Development Related Travel Plans' (January 2009);
- Mayor of London & Transport for London 'ITRACE and TRAVL compliancy' (January 2010);
- DfT et al. 'Manual for Streets' (2007);
- DfT 'Making Residential Travel Plans Work' (June 2007);
- Institution of Highways and Transportation (IHT) 'Providing for Journeys on Foot' (2000); and
- IHT 'Planning for Public Transport in Developments' (1999).

Report Outline

- 1.9 The structure of this document has been designed to take into account the guidance with regards to the contents of a Travel Plan presented in Table 4.1 of the HCC guidance document¹.
- 1.10 Section 2 specifically considers the National Planning Policy Framework (NPPF) and Hampshire's Third Local Transport Plan (LTP3).
- 1.11 Section 3 considers the availability of opportunities to travel on foot, by bicycle and on public transport. It also considers the local road conditions and the potential trip generation and modal split of the proposed development.
- 1.12 Section 4 describes the proposed development including the proposed access arrangements, site layout and housing mix.
- 1.13 Section 5 describes the proposed aims and objectives of the Travel Plan which are designed to ensure that progress is made towards delivering a modal shift away from the car and also to ensure that the Travel Plan is consistent with HCC local policy.
- 1.14 Section 6 proposes Action Targets and SMART targets to help establish the Travel Plan and define the intended modal shift away from the private car.
- 1.15 Section 7 proposes a package of measures, such as the provision of residential welcome packs to all residents, which would be implemented to encourage more sustainable travel patterns.
- 1.16 Section 8 proposes marketing and communication methods for the Travel Plan.
- 1.17 Section 9 explains how the Travel Plan will be managed and provides information about the role of the Travel Plan Coordinator, who is to be appointed by the Applicant.

¹ HCC (2009) 'A Guide to Development Related Travel Plans', Table 4.1 'Elements of a Travel Plan'

- 1.18 Section 10 provides information of how the Travel Plan's progress shall be monitored and reviewed. Travel surveys carried out for monitoring shall be iTRACE compliant.
- 1.19 Section 11 provides an Action Plan which may assist with the implementation, management and review of the Travel Plan.

2.0 POLICY CONTEXT

- 2.1 The promotion of more sustainable transport choices is embedded in national and local planning and transport policy. New developments are encouraged to give priority to pedestrians, cyclists and public transport users and promote more sustainable travel behaviour. The Travel Plan is an important accompanying document detailing the objectives, targets and proposed measures which may be implemented in order to achieve this. This section of the RTP summarises the most relevant policies to the planning application.

National Policy

- 2.2 The **National Planning Policy Framework (NPPF)** was published in March 2012 replacing all previous Planning Policy Guidance Notes. At the heart of the NPPF is a presumption in favour of sustainable development
- 2.3 With regard to promoting sustainable transport, it is recognised that all developments that generate significant amounts of movement should be supported by a Transport Statement or Assessment 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 refused on transport grounds where the residual cumulative impacts of development are severe."
- 2.4 Developments expected to generate significant movement should be located such that the need to travel is reduced and the use of sustainable transport modes is maximised (NPPF, paragraph 34). The location of these developments should allow for the efficient delivery of goods and supplies; prioritise pedestrian and cycle movements; have access to high quality public transport facilities; utilise safe and secure layouts which result in minimal street clutter and conflicts between traffic and non-motorised road users; incorporate facilities for low emission vehicles where practical; and show consideration for the needs of disabled users of all modes of transport (NPPF, paragraph 35).
- 2.5 The NPPF states that a Travel Plan is "a key tool" in achieving the considerations described above; all developments which generate significant amounts of movement should produce a Travel Plan (NPPF, paragraph 36).

Local Planning Policy

Hampshire County Council (HCC)

- 2.6 The **Third Hampshire Local Transport Plan (LTP3)** provides the long term transport strategy for the County for 2011-2031 and was formally approved in February 2011.
- 2.7 There are 14 policy objectives presented in the LTP3 under 5 broad themes: 'supporting the economy through resilient highways'; 'management of traffic'; 'the role of public transport'; 'quality of life and place'; and 'transport and growth areas'. Reference is made to Travel Plans under the theme 'management of traffic' as they can be used as a tool to encourage lift sharing and use of park and ride, both of which can reduce the number of cars on the road, and consequently reduce the number of parking spaces generally required.
- 2.8 Travel Plans seek to promote active and sustainable travel. This complements **Policy H** of the **South Hampshire Joint Strategy** which seeks to promote active travel modes and develop supporting infrastructure. The South Hampshire Joint Strategy is contained within Chapter 7 of the LTP3. Specifically, "increasing the number of journeys undertaken by active travel will help to tackle obesity, reduce congestion and improve air quality"².
- 2.9 HCC seek to use Residential (and Workplace) travel planning "to effectively manage the journeys created with development"³ to make participation in travel by walking, cycling or public transport easier and more convenient.

Havant Borough Council (HBC)

- 2.10 The HBC **Local Development Framework (LDF)** is the collection of development plans which affect Havant, of which the **Havant Borough Core Strategy** is the central document. It was adopted by HBC in March 2011 and sets out the vision for planning in the Borough to 2026. It contains Core Strategy Policies and Development Management Policies to which developers should conform, some of which are mention herewith.
- 2.11 Themes covered in the Core Strategy include regeneration (**Policy CS6**), housing (**Policy CS9**), the concentration and distribution of development (**Policy CS17**), transport and access (**Policy CS20**) and developer requirements (**Policy CS21**).
- 2.12 Development Management **Policy DM11** 'Planning for more Sustainable Travel' seeks to "increase integration of sustainable travel modes and availability of non-motorised modes" by ensuring that:

"new developments are located and designed to encourage lower vehicle speeds and safe, permeable, inclusive layouts that integrate with existing pedestrian, cycle and

² Policy H, South Hampshire Joint Strategy LTP3

³ HCC LTP3, South Hampshire Joint Strategy, Policy L

*public transport routes. This will facilitate and encourage short distance trips by cycle and walking, including to public transport interchanges"*⁴

2.13 Policy DM12 'Mitigating the Impacts of Travel' requires:

*"the submission of a transport assessment and travel plan alongside any planning application in proposals for major development or where a proposal is likely to have significant transport implications"*⁵

2.14 Further, HBC seeks to ensure, where relevant, that a bond is provided to be used in the event that the Travel Plan fails to achieve its targets and thereby falling short of the stated ambition to reduce vehicular car travel associated with development traffic.

2.15 Policy DM13 states that proposals for residential development should adhere to the standards laid down in the **Residential Car Parking and Cycle Provision Supplementary Planning Document**. The standards provided in this SPD, adopted by HBC in March 2010, vary according to the accessibility of an area, or zone, and whether or not the spaces are to be allocated. The zones are identified as 'Standard', 'Havant town centre' and 'Waterlooville town centre'. Given the location of the proposed development site on Hayling Island, the 'standard' parking standards have been summarised herewith.

Table 2.1: 'Standard' zone vehicular residential parking standards

Size of Dwelling	No. of Spaces per Dwelling
Allocated Vehicle Parking (Standard zone)	
1 bed unit	1
2 bed unit	2
3 bed unit	2
4+ bed unit	3
Unallocated parking (Standard zone)	
1 bed unit	0.9
2 bed unit	1.3
3 bed unit	1.9
4+ bed unit	2.4

Source: HBC 'Residential Parking & Cycle Provision SPD' March 2010
Tables 4 and 5

2.16 Table 2.2 overleaf provides the standards for the cycle storage / parking provision for 'Standard' zones.

⁴ Havant BC Adopted Core Strategy, DM11 (5) (March 2011)

⁵ Havant BC Adopted Core Strategy, DM12 (2) (March 2011)

Table 2.2: 'Standard' zone cycle parking / storage standards

Size of Dwelling	Long Stay	Short Stay
1 bed unit	1 space per unit	1 loop/hoop per unit
2 bed unit	2 spaces per unit	1 loop/hoop per unit
3 bed unit	2 spaces per unit	1 loop/hoop per unit
4+ bed unit	2 spaces per unit	1 loop/hoop per unit

Source: HBC 'Residential Parking & Cycle Provision SPD' March 2010

Table 7

The Purpose of the Travel Plan

- 2.17 The DfT has defined a Travel Plan as: "a package of site-specific initiatives aimed at improving the availability and choice of travel modes to and from a development. It may also promote practices or policies that reduce the need for travel⁶".
- 2.18 The Travel Plan's measures, or initiatives, seek to influence residents' modal choice in favour of sustainable travel options, such as local bus services or walking and cycling.
- 2.19 The main purpose of the Travel Plan is to encourage modal shift away from the use of the private car for journeys made to travel to work and for leisure purposes.
- 2.20 The DfT has also described the role of the Travel Plan as setting out to "combat over-dependency" on the car⁷. As such, the Travel Plan supports national and local transport policies targeting reduction in the number and length of motorised journeys.

⁶ DfT 'Guidance on Transport Assessment' paragraph 4.80

⁷ DfT 'The Essential Guide to Travel Planning, p.6

3.0 SITE ACCESSIBILITY AND TRANSPORT DATA

Site Accessibility

- 3.1 The Accessibility Plan at **Figure 3.1** illustrates the locations of many of the key facilities in the vicinity of the proposed site, including the closest bus stops, healthcare facilities, schools, recreation areas and community facilities, such as the local library and closest post office.
- 3.2 Figures 3.1 and 3.2 illustrate that many of the facilities located on Elm Grove are within a short distance (up to 1km radius) of the proposed site. These facilities include the Cooperative convenience store (with customer car and cycle parking); Hayling Island Health Centre; Hayling Island Library; Post Office; Mengham Infant and Junior Schools (Mengham Junior School is located adjacent to the site); and Hayling College. Other everyday facilities are represented including barbers, banks and several pharmacies.
- 3.3 The convenience of the site's location to local shops and facilities offers several opportunities for travel on foot, by bicycle and by public transport.

Pedestrian Accessibility

- 3.4 The concept of the 'walkable neighbourhood' is promoted by Manual for Streets (MfS). A walkable neighbourhood is typically characterised by having a range of facilities within 10 minutes walk, or approximately 800m⁸. **Figure 3.2** illustrates walking routes from the centre of the application site to some of the key facilities described above, showing that many are accessible within this MfS timeframe. However, the MfS guidance does not denote the uppermost acceptable thresholds. Guidance published by the IHT makes the following recommendations (**Table 3.1**).

Table 3.1: IHT Suggested Acceptable Walking Distances

	Town Centres (m)	Commuting / Schools (m)	Elsewhere (m)
Desirable	200	500	400
Acceptable	400	1000	800
Preferred Maximum	800	2000	1200

source: CIHT (1999) 'Providing for Journeys on Foot' Table 3.2

- 3.5 Existing pedestrian movement in proximity to the site is facilitated by the flat local topography, and continuous street-lit footways linking the site with the surrounding area including local amenities.

⁸ MfS1 (2007) Paragraph 4.4.1
STUART MICHAEL ASSOCIATES

- 3.6 A public right of way exists across the recreation ground at the western end of Hawthorne Grove. This gives access to the local shops and amenities on Elm Grove. From the centre of the proposed development, this route is approximately 630m / 7½ minutes' walk.
- 3.7 A public footpath exists at the eastern boundary of the proposed site, linking Beech Grove to the north of the site, with Mengham Lane to the south (approximately 425m / 5 minutes' walk).
- 3.8 The main shopping area within Mengham is largely located on Elm Grove, which benefits from pedestrian crossings and street lit continuous footways, thereby facilitating ease of movement on foot. Low vehicular speeds contribute to the overall attractiveness of travelling on foot.

Cyclist Accessibility

- 3.9 Cycling is generally considered to be an effective mode of travel over distances of up to 5km. This is supported by the recorded average cycling distance of 4.02km (2.5 miles)⁹. **Figure 3.3** shows existing cycle routes and facilities in the vicinity of the site.
- 3.10 Cycle parking exists at several locations on Elm Grove including the Cooperative store which is located on the corner of Tournembury Lane and Elm Grove.
- 3.11 Havant Borough Council (HBC) promote cycling on Hayling Island on their Cycle Map and Guide (2011 Edition) which provides an illustration of suitable and recommended cycle routes on the island, as well as in Havant. The Sustrans cycle route NCN2 runs north-south on the west of the island, by way of the Hayling Billy Trail. This route is shown together with other recommended cycle routes on Figure 3.3.
- 3.12 The selection of cycle facilities available in the vicinity of the site, together with the flat topography, ample street lighting and generally wide roads show that the application site offers considerable scope for a variety of local trips to be made by cycling.

Public Transport User Accessibility

Bus

- 3.13 The existing public bus services in proximity to the proposed development site are shown on **Figure 3.4**.
- 3.14 Stagecoach bus services 30 and 31, known collectively as 'The Bridge' service, operate north-south in proximity to the site along Elm Grove. The services connect Hayling Island, from the sea front, with Havant on the mainland at a typical frequency of 15

⁹ Reference: National Travel Survey (2008)
STUART MICHAEL ASSOCIATES

minutes Monday-Saturday and a combined frequency of 60 minutes on Sunday. **Table 3.2** provides details of the services.

- 3.15 The Bridge services terminate at Havant bus station which is located approximately 5 minutes walk from Havant railway station.

Table 3.2: Summary of The Bridge bus services (Stagecoach)

Route No.	Route	Day	Times of Operation*	Typical Frequency
30	Havant - West Town - Beachlands - Eastoke - Mengham - Havant	Mon - Fri	06:11 - 22:50	Half Hourly
		Sat	06:43 - 22:50	Hourly
		Sun	09:05 - 17:05	Every 2 hours
31	Havant - Mengham - Eastoke - Beachlands - West Town - Havant	Mon - Fri	06:09 - 21:42	2 - 3 buses per hour
		Sat	06:50 - 21:42	2 - 3 buses per hour
		Sun	09:57 - 17:57	Every 2 hours

* Route 30: times shown are from Mengham, Elm Grove (North-bound); Route 31: times shown are from Mengham, Elm Grove (South-bound)

- 3.16 In addition to The Bridge services, bus service 638 operates once daily in each direction Monday to Friday between the Hayling Island Lifeboat Public House on the sea front and Mengham Middle School, operating via Mengham Infant School. The service is provided by bus operator Emsworth & District.

Rail

- 3.17 The most convenient railway station for the application site is Havant railway station, situated on the Portsmouth Direct Line which operates between London Waterloo and Portsmouth Harbour. The station is located approximately 8.6km from the site on North Street, Havant and is accessible via the A3023. The Bridge bus services terminate on Elm Lane at Havant Bus Station, approximately 0.4km from the station. **Table 3.3** presents a summary of the rail services from Havant to key destinations.

Table 3.3: Summary of rail services from Havant

Key Destination	Train Operating Company	Number of services (AM Peak*, Weekday)	Approximate Journey Duration
Portsmouth	SWT / Southern	5	20 minutes
Littlehampton	Southern	2	38 minutes
Southampton	Southern	2	40 minutes
Brighton	Southern / FGW	2	1 hour 2 minutes
London Waterloo	SWT	3	1 hour 23 minutes
London Victoria	Southern	4	1 hour 50 minutes

*08:00-09:00

FGW = First Great Western SWT = South West Trains

- 3.18 Bicycle storage and car parking is available at the railway station.

The Local Road Network

- 3.19 Vehicular access to the proposed development will be taken from Beech Grove, a quiet residential road benefitting from street lighting and continuous footways. Traffic speeds are limited to 30mph and there are no parking restrictions currently in place. The road is approximately 7m wide.
- 3.20 Surrounding roads share similar characteristics with Beech Grove. Beech Grove connects with Hawthorne Grove which in turn provides pedestrian access to the recreation ground to the north west of the site. Pedestrians may access the shops and local facilities from this ground.
- 3.21 Traffic speeds are generally restricted to 30mph, with most streets benefitting from street lighting and continuous footways. Signage promotes a "20 is plenty" driver attitude on Elm Grove which also benefits from regular pedestrian crossing opportunities.
- 3.22 Elm Grove links Mengham with South Hayling to the south and with the A3023 to the north. The A3023 connects with the A27 north of Hayling Island, giving access to Southampton, the M27 and A3(M) to the west and Chichester to the east.

Transport Data / Forecast Travel Patterns

- 3.23 Given that this planning application is submitted in outline, it has not yet been possible to include site specific travel data; the travel patterns and behaviour of the residents are as yet unknown. Data from the TRICS (2012v6.9.2) database has therefore been used to forecast likely trip generation to and from the proposed development.
- 3.24 The data from the TRICS analysis has provided trip rates arising from developments with similar traits to those of the proposed development (the full TRICS output is attached at **Appendix 2**). The trip rates have been used to predict the potential trip generation associated with the 131 households. **Table 3.4** provides the average daily trip rates per TRICS category. **Table 3.5** presents the corresponding trip generation per TRICS category.

Table 3.4: TRICS – Average Daily Two-way Person Trip Rates (per dwelling)

TRICS Category	Daily
Vehicles	5.941
Vehicle Occupants	7.639
Public Transport Users	0.078
Cyclists	0.215
Pedestrians	1.271

Table 3.5: Average Daily Person Trip Generation – Count (131 dwellings)

TRICS Category	Daily
Vehicles	778
Vehicle Occupants	1001
Public Transport Users	10
Cyclists	28
Pedestrians	167
Total Person Trips*	1206

*Occupants + PTUs + Cyclists + Pedestrians

3.25 A baseline modal share may be established by assuming that the number of vehicle drivers is equal to the number of vehicles and that the number of vehicle passengers is equal to the number of vehicle drivers subtracted from the total number of vehicle occupants. Hence:

- 778 vehicles, therefore the number of vehicle drivers = 778;
- Vehicle occupants (1,001) – vehicle drivers (778) = vehicle passengers (223)

3.26 Table 3.6 presents the corresponding baseline daily modal share proportions.

Table 3.6: Trip Generation – Modal Share (%) (131 dwellings)

Mode	Modal Share	
	Count	Proportion
Vehicle Drivers	778	65%
Vehicle Passengers	223	18%
Public Transport Users	10	1%
Cyclists	28	2%
Pedestrians	167	14%
Total	1206	100%

3.27 Table 3.6 forecasts that a total of 1,206 trips could arise, 1,001 of which could be vehicle trips (drivers + passengers). Further assumptions can be based on the data presented in Table 3.6 to provide a modal share which divides the vehicle users (drivers and passengers) into 'single occupancy vehicle users' and 'car sharers'. This is in accordance with a request by HCC,

3.28 The Travel Plan will consequently aim to target a reduction in the number of single occupancy (drivers only) vehicle trips forecast and will target increases in the other, more sustainable travel modes (car sharing, use of public transport, cycling and walking). To forecast the potential number of daily single occupancy trips which could arise from the completed development, should no travel planning initiatives be put in place, the following assumptions have been applied:

- A driver will take a maximum of one passenger; both occupants of the vehicle are termed 'car sharers', resulting in two car sharing trips per vehicle;
- All drivers who do not take a passenger are termed 'single occupancy vehicle users', resulting in one single occupancy vehicle trip per vehicle;
- and the sum of the number of single occupancy vehicle users plus the number of car sharers shall be equal to the total number of vehicle users, as stated above (1,001).

3.29 According to these assumptions, the forecast modal split of the completed development, should no travel planning measures be implemented, has been calculated as follows (Table 3.7 provides full modal split):

- Vehicle drivers (772) – Vehicle passengers (223) = single occupancy vehicle users (555);
- Total vehicle users (1,001) – single occupancy vehicle users (555) = car sharers (446).

Table 3.7: Forecast Modal Split – Completed Development (131 dwellings), no travel planning measures

Mode	Modal Share	
	Count	Proportion
Single Occupancy Vehicle Users	555	46%
Car Sharers (driver + passenger)	446	37%
Public Transport Users	10	1%
Cyclists	28	2%
Pedestrians	167	14%
Totals	1206	100%

3.30 The data presented in Tables 3.4 – 3.7 will be used to set modal share 'SMART' targets (see Section 6).

Baseline Travel Survey

3.31 Whilst the TRICS analysis above provides a benchmark which can be used to propose potential modal share targets, it is not fully reflective of, or specific to, the proposed development. It will therefore be necessary to conduct a baseline travel survey of residents' travel patterns and travel choices once a significant level of occupation has been reached. The exact level of occupation to be reached before the survey can be carried out will be agreed with HCC.

3.32 The contents of the survey shall be compliant with iTRACE, as required by HCC. An iTRACE compliant travel survey will allow the modal split of the development to be established. This will be used to finalise the modal share targets. To be iTRACE

compliant, the survey must specifically ask "What is your usual main mode of travel to/from work? Main mode means the mode which you travel furthest on during your journey"¹⁰.

3.33 A draft baseline travel survey is attached at **Appendix 3** for reference. The survey contains:

- residents' usual mode of travel;
- reasons for residents' usual mode of travel; and
- demographic data.

3.34 In addition to being used to determine the modal split and subsequently agree modal share targets, data collected from the baseline survey and consequent monitoring surveys (Section 10 refers) will also be used to improve or develop the Travel Plan further, where appropriate.

¹⁰ Mayor of London & Transport for London (2010) 'ITRACE and TRAVL compliancy 'new way to plan' Technical Note', page 3

4.0 THE DEVELOPMENT

Development Proposals

- 4.1 The proposed development comprises the construction of 131 residential units on land south of Beech Grove and north of My Lords Lane and Goldring Close, Mengham. The development will include affordable housing provision, public open space and play areas.
- 4.2 The affordable housing element of the development will comprise 39 dwellings, consisting of:
- 10 x 1 bed flat;
 - 15 x 2 bed house;
 - 12 x 3 bed house; and
 - 2 x 4 bed house.
- 4.3 The privately owned element will comprise 92 dwellings, the mix of which is proposed as follows:
- 4 x 2 bed flat;
 - 33 x 2 bed house;
 - 37 x 3 bed house; and
 - 18 x 4 bed house.

Access Arrangements

- 4.4 Access to the proposed development will be taken from Beech Grove at the northern end of the site. The feasibility report, also undertaken by SMA (document reference: **3726/HFR**, February 2011) referred to the reconfiguration of the junction between Beech Grove and Hawthorne Grove. Hawthorne Grove will give way to traffic using Beech Grove.
- 4.5 Pedestrian movement in and out of the development is to be assisted via a 2 metre wide footway to be provided on the western side of the access road. This footway will connect with the existing footway on Hawthorne Grove and contribute to the permeability of the development and its connection with the wider area.
- 4.6 Cyclists will also be able to access the development via the proposed vehicular access at Beech Grove. Further pedestrian and cycle access will be facilitated via the proposed emergency access from St Margarets Road at the south western corner of the site.

Site Layout

- 4.7 A site layout is provided at Appendix 1. It is proposed that the development will be designed and built to a 20mph design speed. Low vehicular speeds will help encourage movements on foot and bicycle.
- 4.8 Pedestrian and cycle links will connect the development with the surrounding residential area and local community. A permeable layout, with convenient routes to opportunities to travel by public transport, will be important to encourage travel by modes other than the private car.

5.0 AIMS AND OBJECTIVES OF THE TRAVEL PLAN

- 5.1 Aims and objectives are required to ensure that the Travel Plan makes progress towards delivering a modal shift away from the car and also to ensure that the Travel Plan is consistent with the HCC LTP3.

Aims

- 5.2 The purpose of the Travel Plan is to encourage residents to make smarter travel choices when travelling to and from the site thereby reducing dependence on the private car and adhering to national and local policy guidelines. On this basis, the proposed aims are:

Aim 1: To reduce overall use of private car travel; and

Aim 2: To promote the use of sustainable travel modes.

- 5.3 Together, achieving the aims should result in a modal shift away from the use of the private car towards the more sustainable travel modes of car share, public transport use, walking and cycling.

Objectives

- 5.4 A number of objectives support the aims of the Travel Plan. The objectives will focus on increasing residents' awareness of the sustainable travel choices available to them and provide information regarding the associated personal benefits of travelling more sustainably, such as a healthier lifestyle and cost savings.

- 5.5 The following proposed objectives will be met through the use of SMART targets (see Section 6):

Objective 1: Influence travel behaviour to reduce car travel through implementing travel measures and communication methods;

Objective 2: Promote cycle facilities to encourage sustainable journey patterns to common destinations from the proposed development, such as workplaces;

Objective 3: Raise awareness of the available sustainable travel modes to the proposed development;

Objective 4: Enable easy and convenient access to information about sustainable travel modes; and

Objective 5: Work with transport operators and use available funding mechanisms to make public transport more attractive and accessible as an alternative to the private car.

6.0 POTENTIAL TARGETS

- 6.1 This section proposes Action Targets and 'SMART' targets for the Travel Plan. Action Targets present essential actions required to establish the Travel Plan, whilst the 'SMART' targets relate to the desired modal shift away from the private car.
- 6.2 Setting Specific, Measurable, Achievable, Realistic and Time-bound (SMART) targets will allow the progress of the Travel Plan to be monitored throughout its duration. This section of the Travel Plan proposes SMART targets for the reduction of the use of the private car and for the corresponding increase in use of other more sustainable travel modes. The targets proposed are subject to change following discussion with HCC and the completion of a site-specific baseline travel survey following occupation of the proposed development.
- 6.3 The SMART targets support Aim 1 of the Travel Plan which seeks to reduce the number of vehicular journeys taken in association with the development. The targets will be subject to regular monitoring and review as part of the Travel Plan auditing process. Where the Travel Plan may not result in targets being reached as planned, remedial measures may be put in place and targets altered. It is important that the Travel Plan is an evolving document and keeps pace with the needs of the development.
- 6.4 Section 3 presented the forecast travel data for the development, using trip rates obtained from the TRICS database. It is considered that this represents a reasonable benchmark upon which to base the proposed SMART targets. Government research and assessment of the site's accessibility (Section 3) has also informed the proposed SMART targets.
- 6.5 Prior to addressing the SMART targets however, it is important that the Travel Plan is supported by Action Targets, designed to aid the implementation and ongoing management of the Travel Plan. They do not constitute SMART targets.

Action Target 1: Appoint a Travel Plan Coordinator (TPC) 6 months prior to occupation of the proposed development;

Action Target 2: Implement appropriate and applicable Travel Plan measures in time for occupation and continue for the duration of the Travel Plan;

Action Target 3: Implement a communication strategy to disseminate information to residents; and

Action Target 4: Monitor the Travel Plan measures as required by HCC and in accordance with iTRACE practices for the duration of the Travel Plan.

SMART Targets

- 6.6 To comply with the iTRACE format of assessing and monitoring the Travel Plan the SMART Targets will be described as targeted percentage point change targets and not as percentage reductions/increase¹¹.
- 6.7 Following the TRICS analysis presented in Tables 3.4 – 3.7, therefore, the following target is proposed:
- Achieve a 6 percentage point reduction (equal to a 13% decrease¹²) in the number of single occupancy vehicular trips taken in association with the proposed development over the lifetime of the Travel Plan.
- 6.8 This aspiration targets the forecast number of daily single occupancy vehicular trips (555) calculated in Section 3.
- 6.9 In response to this targeted reduction, it is also proposed that the remaining modes (car share, public transport, walking and cycling), more sustainable than the car, are targeted with increases to their trip numbers. Table 6.1 presents the benchmark data (proportions) alongside the targeted modal shares and corresponding percentage point changes.

Table 6.1: Targeted Modal Shares, compared to the Benchmark Data

Mode	Benchmark Data*	Targeted Modal Share	Percentage Point Change
Single Occupancy Vehicle Users	46%	40%	-6%
Car Sharers (driver + passenger)	37%	39%	+2%
Public Transport Users	1%	3%	+2%
Cyclists	2%	3%	+1%
Pedestrians	14%	15%	+1%
Totals	100%	100%	0%

*Based on TRICS analysis, see Section 3

Rationale behind a 6% (percentage point) targeted decrease in vehicular trips

- 6.10 Analysis following the Smarter Choices Programme which took place between April 2004 and 2009 revealed that a significant modal shift away from the private car is possible where Travel Planning initiatives are undertaken. An average fall in car driver trips of 9%, for distances up to 50km, was achieved in towns where such initiatives were in place. However, for journeys less than 3km in length an average 18% reduction was recorded; for journeys less than 5km in length, an average reduction of 15.33% was recorded¹³.

¹¹ This is as described in the document 'iTrace Workplace Travel Plan Pro-forma'.

¹² The proposed 6% point change is equivalent to a 13% reduction. Workings: 555/1206 trips = 46%. 38% target = 0.40 x 1206 = 482 trips; 555-482 = 73 trips; 73/555 = 13% reduction

¹³ DfT 'The Effects of the Smarter Choice Programmes in the Sustainable Travel Towns' March 2010

6.11 Whilst these statistics suggest that a modal shift greater than 6 percentage point reduction (13% decrease¹⁴) may be achieved at the development, it is considered that targets should be realistic and achievable for the site in question. Whilst the site is well-connected to the surrounding area and amenities, with good opportunities for walking, cycling and travel by local bus, public transport services are still not as plentiful as they might be in town centre locations such as those included in the Smarter Choice Programme research. It is therefore felt that in this case a slightly lower target is more suitable.

6.12 The Transport Statistics Bulletin (2008) contains facts also useful for considering realistic modal shift SMART targets:

- 85% of households in Great Britain are located within 6 minutes walk of a bus stop;
- The average length of journeys made by foot has remained constant since 2002 at 0.7 miles (1.1km); the average journey time for walking remained at 17 minutes;
- The average length of journey by bicycle was 2.6 miles (4.2km), with an average cycle journey duration of 21 minutes;
- The average distance travelled by car was 8.5 miles (13.6km) with an average car driver journey duration of 21 minutes;
- The average distance travelled by local bus outside London was 5.1 miles (8.2km), and was 33 minutes in duration; and
- The average length of journeys, by all modes, was 7 miles (11.2km).

6.13 It is important that the SMART targets are considered as a whole with the principal aim being to reduce the use of the private car for accessing the site as a consequence of modal shift. For example, if a higher percentage of walking is achieved against a lower percentage of bus travel than those targeted, this should not be seen as a failure of the Travel Plan as long as the aim to reduce overall use of single occupancy private car journeys and promote the use of sustainable travel modes is being met.

¹⁴ The proposed 6% point change is equivalent to a 13% reduction (see footnote 12).

7.0 PROPOSED MEASURES

7.1 Implementing a package of measure ensures that the aims, objectives and targets of the Travel Plan may be met. The measures are each targeted at a specific mode and are therefore closely linked with the SMART targets.

7.2 Measures will be undertaken both pre-occupation and post-occupation and will include incentives to encourage alternative modes to the car.

Private Vehicle Use

7.3 Target: Achieve a 6 percentage point reduction (13% decrease) in the number of trips made by private car over the lifetime of the Travel Plan, compared with the baseline travel data.

7.4 As the proposed development is residential and therefore considered a journey origin, it is not considered advisable to restrict parking levels beyond the residential parking standards provided by the Council. Instead, car travel behaviour should be managed more by the journey destination (workplaces or retail outlets, for example). Measures to influence car travel behaviour at source will therefore largely be 'soft' measures, such as the promotion of health benefits gained from travelling by more active modes, or the promotion of environmental benefits gained through fewer cars on the road. Incentives provided to travel by other means (discounted bus vouchers, cycle vouchers) will also contribute to encouraging fewer trips by private car.

Measure: Raise awareness of the benefits of travelling by alternative modes to the private car.

Car Sharing

7.5 Target: Achieve an increase of 2% in the number of vehicular passengers compared with the baseline travel data.

7.6 The HantsCarShare scheme is delivered in partnership with Liftshare and is designed to make car sharing convenient and easy to participate in. The key benefits of car sharing are economical and environmental. These will be communicated to the residents of the development to encourage a wider participation in the scheme.

Measure: Promote the HantsCarShare scheme.



Hantscarshare.com

THE EASY WAY TO SHARE A CAR IN HAMPSHIRE

Cycling

7.7 **Target:** Achieve an increase in bicycle journeys of 2% over the duration of the Travel Plan compared with the baseline travel data.

7.8 The Travel Plan Coordinator (TPC¹⁵) will adhere to the HCC cycling strategy and cycle parking standards. Any garages provided on site will be large enough (measuring 6m by 3m) to accommodate cycle storage.

Measure: Provide sufficient cycle parking facilities on site.

Bikeability is the Government's National Standard of cycling proficiency training. Taking into consideration the variety of local opportunities to cycle and the flat topography, it would be beneficial to offer this cycling training at periodic intervals to encourage wider participation.

7.9 Providers of Bikeability training may be obtained from the DfT website¹⁶.

Measure: Offer Bikeability training sessions to residents.

7.10 The TPC will approach the local cycle shop to explore the options available for providing subsidised cycle vouchers as a financial incentive to residents which will be redeemable against cycle clothing, accessories and bicycles. The vouchers would be equivalent to the sum of £50 per household (first occupants of each household) and would be subsidised by the Applicant.

Measure: Offer subsidised cycle vouchers to new residents.

Walking

7.11 **Target:** Achieve an increase in the number of journeys made on foot by 2% over the duration of the Travel Plan compared with the baseline travel data.

7.12 Guidance provided in Manual for Streets (MfS, 2007) states that developments should comprise of connected or 'permeable' street networks to encourage walking and cycling¹⁷. The proposed development will include a good standard of footways to connect the site with the surrounding area and better promote walking, particularly to nearby trip ends including the local schools and amenities located on Elm Grove.

Measure: Provide a permeable design layout with convenient and attractive opportunities for travel on foot.

¹⁵ See Section 9 for full details regarding the role of Travel Plan Coordinator (TPC)

¹⁶ <http://www.dft.gov.uk/bikeability/>

¹⁷ DfT (2007) 'Manual for Streets' paragraph 4.2.3

- 7.13 All new residents of the development will receive a map of the local area depicting public footpaths and convenient walking routes connecting the development with local facilities.

Measure: Provide walking maps to all new residents of the development and advertise the walking links as part of the initiatives to market the new development (in show homes or marketing suites and on the developer website, for example).

- 7.14 Walking events such as Walk To Work Week (held annually in May, by sustainable travel campaign organisation Living Streets) help create a sense of community and encourage willingness to try an alternative mode of transport.

Measure: Promote national and local walking events.

Use of Public Transport

- 7.15 Target: Achieve an increase of 2% in the number of journeys made on public transport (as the principal mode) over the duration of the Travel Plan compared with the baseline travel data.

- 7.16 'The Bridge' bus services (numbers 30 and 31) provide an excellent connection between South Hayling and the mainland at Havant. The services connect the proposed development site from Elm Grove with Havant railway station and Havant bus station to the north.

- 7.17 The services could be promoted through the offer of discounted bus vouchers for use on the network. Providing vouchers for use on local public transport can be an effective incentive to create higher patronage levels on local public transport.

- 7.18 The TPC will enter into discussions with the local bus operator (Stagecoach) to explore the options available. It is proposed that the Applicant will subsidise the provision of a 4 week 'Megarider' ticket for use on all Stagecoach services on Hayling Island through to Havant bus station¹⁸. The ticket will be valid at all times. This provision equates to circa £56.00 per household. The vouchers would be provided to the first occupants of each household at the development.

Measure: Promote 'The Bridge' bus services.

¹⁸ Some minor exceptions will be relevant, for example private contracts and special event services.

- 7.19 The TPC would approach local transport operators to obtain current pocket timetables for distribution to residents. Ensuring that information regarding the local transport options is easily accessible and reliable will be essential to successfully influence residents' travel behaviour and encouraging modal shift.

Measure: Ensure the latest bus and rail timetable information is supplied.

Reducing the Need to Travel

- 7.20 The location of the application site is considered to be highly sustainable given its proximity to everyday essential facilities such as a doctors' surgery, post office, supermarkets and convenience stores, as well as educational and recreational facilities. Located within reasonable walking and cycling distance from the application site, these facilities will be promoted by the TPC to encourage walking and cycling to become the natural choice for accessing local amenities.

8.0 COMMUNICATING AND PROMOTING THE TRAVEL PLAN

- 8.1 Delivering effective promotion and communication of the Travel Plan measures supports Action Target 3 ('Implement a communication strategy to disseminate information residents') of the proposed Travel Plan targets and will contribute towards achieving the proposed SMART targets.
- 8.2 It is therefore important that the TPC endeavours to deliver the measures of the Travel Plan consistently with the promotional methods proposed herewith.
- 8.3 Prospective residents of the proposed development will be made aware of the Travel Plan upon first contact with the site. Promotion of the Travel Plan measures will be ongoing for the duration of the Travel Plan and will help to maintain its progress and momentum.
- 8.4 Potential methods of communication are described herein which may be added to or altered in time for the implementation of the Travel Plan.
- 8.5 The methods of marketing and promoting the Travel Plan will include, but may not be limited to, the following:
- delivery of residents' travel information packs;
 - delivery of personal travel planning;
 - provision of necessary printed materials;
 - creation and maintenance of a development webpage/website; and
 - promotion of sustainable travel events.

Residents' Travel Information Packs

- 8.6 Action: Distribute a Residential Travel Information Pack (RTIP) to each household on first occupation.
- 8.7 Each household will receive an information pack containing details of the Travel Plan upon moving into the development. These will be distributed by the Travel Plan Coordinator.
- 8.8 The packs will further introduce new residents to the Travel Plan informing them of its aims and objectives and the benefits it will bring. Other information to be included in the packs is as follows:
- easy to use walking and cycling maps depicting the site and likely trip destinations such as the retail facilities located on Elm Grove, the Health Centre, local schools and the location of the closest bus stops;

- discounts for local transport use – these could focus particularly on the bus journey between Elm Grove and Havant bus station / railway station, for example;
- details of the proposed cycle vouchers;
- a map of the local public transport facilities, indicating the routes of The Bridge bus services;
- timetables for The Bridge bus services;
- information regarding the Hampshire car share scheme (Hantscarshare.com);
- details of the personalised travel planning to be offered (see below);
- details of available home delivery services; and
- references to useful resources such as the Transport Direct Journey Planner website (www.transportdirect.info), which provides a wealth of travel information allowing users to check live travel news, plan door-to-door journeys and research discount rail fares.

Personal Travel Planning Sessions

8.9 Action: Conduct Personal Travel Planning (PTP) sessions with all residents, within a reasonable timeframe of their occupying a unit.

8.10 PTP typically takes place across residential areas with the aim of achieving long-term behavioural change. The tools involved might be¹⁹:

- one-to-one conversations – by telephone or by visiting residents' homes;
- provision of information and advice regarding how to travel more sustainably, for example local bus network maps or walking and cycling routes;
- the offer of incentives to encourage participation in modes other than the car, for example discounted bus vouchers or discounts in local bicycle shops.

8.11 The TPC would offer PTP sessions to all residents upon their arrival at the development. It would be funded by the developer and would be on offer to the residents of all first-time occupations on site.

Printed materials

8.12 Action: Compile and distribute travel choice information leaflets for use at site promotion events and show homes.

8.13 Promoting the Travel Plan at the earliest stage will ensure that potential residents are aware of the site's commitment to the Travel Plan.

¹⁹ DfT 'Making Personal Travel Planning Work Summary Report' (2007)
STUART MICHAEL ASSOCIATES

Development Webpage

- 8.14 Action: Construct and maintain a webpage in connection with the development, detailing its associated travel options.
- 8.15 As part of promoting the development site, the Applicant will build a community webpage. In addition to information regarding the development itself, suggested further information to upload might include:
- the accessibility of the development and its proximity to local facilities and employment opportunities;
 - local bus information;
 - details of Havant railway station, and the preferred sustainable mode to access the station;
 - the developer's commitment to sustainable transport development; and
 - the role of the Travel Plan and the identified aims and objectives.
- 8.16 It would be important once the development is established to upload more detailed information regarding bus fares and available discounts, as well as links to other useful resources (the Traveline and Transport Direct websites, for example).
- 8.17 Once the community is established, it would also be beneficial to include local travel news on the webpage – the status of the A3023, for example, or details of changes to train services or delays at Havant railway station.
- 8.18 The webpage would provide the opportunity to promote walking and cycling in the area by providing local walking routes and cycle maps for download by residents.
- 8.19 Feedback about the travel options available could be collected from residents via the webpage, providing a useful tool for communication.

9.0 MANAGING THE TRAVEL PLAN

- 9.1 In order to effectively implement, monitor and review the Travel Plan, an efficient management structure will be maintained.

Travel Plan Coordinator

- 9.2 A Travel Plan Coordinator (TPC) will be appointed by the Applicant to oversee the Travel Plan before, during and after the development of the site. The TPC will have overall responsibility for implementing the Travel Plan and for arranging its monitoring and review.
- 9.3 The Travel Plan will have some degree of flexibility in order to allow it to evolve over time. The TPC will play a crucial role in maintaining this flexibility to ensure that it meets the residents' needs for access and remains appropriate and relevant.
- 9.4 The TPC will ensure that the Travel Plan measures and communication strategy are implemented, and that the momentum of the Travel Plan is maintained. The TPC will also be responsible for communicating with external parties (public transport operators, for example) and HCC.
- 9.5 At a minimum, the TPC would adopt the following duties:
- oversee the implementation and development of the Travel Plan;
 - implement effective marketing and promotional campaigns to promote the Travel Plan amongst residents;
 - establish and coordinate a Steering Committee, if appropriate;
 - coordinate the necessary data collection exercises required to monitor and review the Travel Plan, in accordance with iTRACE;
 - act as a point of contact for all residents requiring information about the Travel Plan and sustainable travel choices; and
 - ensure that all residents are aware of the site's commitment to the Travel Plan.

Steering Committee

- 9.6 It may prove beneficial for the TPC to be assisted by a steering committee comprising of residents, HCC representatives and local transport operators. The committee would assist with the development and implementation of the Travel Plan as directed by the TPC. Members of the committee could prove an invaluable way to keep the Travel Plan measures and initiatives relevant to the site.
- 9.7 The steering committee would be able to take over the operation of the Travel Plan following the 5 year TPC period. The steering committee could meet every six months,

whilst coinciding with the programmed reviews of the Travel Plan following the results of each travel survey (Section 10 refers).

10.0 MONITORING, REVIEW AND COSTS OF THE TRAVEL PLAN

Monitoring Strategy

- 10.1 In accordance with DfT and HCC guidance, periodic monitoring of the Travel Plan will be required to assess its progress towards achieving a modal shift. Monitoring will be carried out on a biennial basis. It is anticipated that monitoring would take place shortly after the first occupation and in years 1, 3 and 5.
- 10.2 An iTRACE compliant baseline travel survey will be carried out in year 1, to establish the **modal split** at the development and allow the Travel Plan SMART targets to be finalised in agreement with HCC. The Travel Plan aims to achieve an 8 percentage point reduction in the number of private car journeys. This modal shift target will be finalised following the results of the baseline travel survey to ensure that the target is reflective of the resident travel patterns.
- 10.3 A template travel survey has been drafted with the intention to comply with iTRACE monitoring requirements and is included at Appendix 3. The main aim of the travel survey is to establish modal split by identifying residents' main mode of travel (i.e. that which is used for the longest distance/section of any journey).
- 10.4 The same travel survey will be used 12 months, 3 years and 5 years after the baseline travel survey as an iTRACE compliant monitoring survey to enable **modal shift** to be identified. A total of four travel surveys will therefore be undertaken
- 10.5 In addition to the iTRACE compliant travel surveys, it is anticipated that monitoring will also be undertaken by way of the UK TRICS 'Standard Assessment Method' (SAM)²⁰ in years 1, 3 and 5.

Review of the Travel Plan

- 10.6 A general review of the Travel Plan will take place following each monitoring survey. This written review will use the results from the monitoring strategy and discuss which Travel Plan measures have been implemented and which have not (where appropriate). The success or otherwise of each measure will be discussed.
- 10.7 The written review of the Travel Plan will be submitted to HCC after which a review meeting between the TPC, HCC and any associated public transport operators and community representatives will take place. Any changes to the Travel Plan will be discussed and agreed by all parties.
- 10.8 Following this review period, the Travel Plan will not cease but it is anticipated that travel patterns and behaviour will have been established and be sustainable.

²⁰ Details of the SAM procedure are contained in the TRICS leaflet entitled 'UK Standard Assessment Method for Travel Plan Impacts'

Potential Costs of the Travel Plan

- 10.9 The Travel Plan will require a level of investment in order to achieve its aims and objectives. An indication of potential costs has been provided in **Table 10.1**.

Table 10.1: Indicative costs of the Travel Plan

Management/Monitoring of Travel Plan (over 5 years)	Cost Per Year	Total
Travel Plan Coordinator	£ 3,250.00	£ 16,250.00
Revisions to Travel Plan (Years 1, 3 & 5)	£ 300.00	£ 6,900.00
Annula iTRACE Monitoring of Travel Plan (Years 1, 3 & 5)	£ 2,000.00	£ 6,000.00
Travel Plan Marketing Budget	£ 300.00	£ 1,500.00
HCC monitoring fees	£ 3,000.00	£ 15,000.00
Travel Plan Measure	Cost Per Unit	Total
Travel Pack	£ 15.00	£ 1,965.00
Personal Travel Planning	£ 20.00	£ 2,620.00
Cycle Voucher	£ 50.00	£ 6,550.00
Bus Voucher (Hayling Island 4 week Megarider ticket)	£ 56.00	£ 7,336.00
Total		£ 64,121.00

11.0 ACTION PLAN

- 11.1 An Action Plan has been provided herewith to assist with the implementation, management and review of the Travel Plan. The objectives of the Travel Plan have been reiterated in **Table 11.1** for ease of reference. The actions and measures listed in the Action Plan (**Table 11.2**) directly relate to the objectives.

Table 11.1: Objectives of the Travel Plan

Objective 1:	Influence travel behaviour to reduce car travel through implementing travel measures and communication methods;
Objective 2:	Promote cycle facilities to encourage sustainable journey patterns to common destinations from the proposed development, such as workplaces;
Objective 3:	Raise awareness of the available sustainable travel modes to the proposed development;
Objective 4:	Enable easy and convenient access to information about sustainable travel modes; and
Objective 5:	Work with transport operators and use available funding mechanisms to make public transport more attractive and accessible as an alternative to the private car.

Table 11.2: Action Plan

Objective	Action / Measure	Communication Tool	Target Date	Responsibility
Pre Occupation				
	Appoint a TPC	-	6 months prior to occupation	Developer
	Prepare marketing materials for use in sales suites and show homes	Printed materials	Pre-occupation	TPC
	Finalise Travel Plan measures and communication strategy with HCC	-	6 months prior to occupation	Developer
	Provide sufficient cycle parking on site	-	Design stage	Developer
	Advertise the development's 'walkability'	Printed materials; RTIP; PTP; webpage	Pre-occupation; ongoing	Developer / TPC
	Promote the development's accessibility and proximity to local services	Printed materials; RTIP; PTP; webpage	Pre-occupation; ongoing	TPC
	Construct a development webpage	Webpage	3 months prior to occupation	Developer / TPC

Table continued overleaf.

Objective	Action / Measure	Communication Tool	Target Date	Responsibility
On Occupation				
	Distribute RTIPs to all households on first occupation	RTIP	On occupation of each unit	TPC
	Promote the HantsCarShare scheme	Printed materials; RTIP; PTP; webpage	On occupation and ongoing	TPC
	Provide walking maps	Printed materials	On occupation	TPC
	Provide vouchers for use on the local bus network	RTIP	On occupation, as per arrangement with Stagecoach	TPC
	Conduct Personal Travel Planning sessions with all residents	PTP	Following occupation of each unit / tbc.	TPC
	Conduct Baseline Travel Survey and submit results to HCC to finalise SMART targets	-	3 months following first occupation, or when X% (tbc) occupation is reached	TPC
Post Occupation				
	Conduct Travel Survey and submit results to HCC to finalise SMART targets	-	12 months after the baseline travel survey	TPC
	Offer Bikeability training	Printed materials; RTIP; PTP; webpage	Within 3 months of occupation and yearly thereafter	TPC
	Promote walking events	Printed materials; RTIP; PTP; webpage	As Per Event	TPC
	Maintain development webpage	Webpage	Quarterly, or as appropriate	
	Conduct two further travel surveys for monitoring and review purposes. Submit results to HCC in timely manner	-	36 months and 60 months after the baseline travel survey (i.e. biennially on the anniversary of the Baseline Travel Survey)	TPC
	Review progress of Travel Plan and agree future course of action if necessary (additional surveys, changes to the Travel Plan)	-	5 years after the first implementation of the Travel Plan	TPC

