

00984/25



Hampshire
County Council

Legal Services

Dated 15 AUGUST

2025

Hampshire County Council
and
Bloor Homes Limited
and
National House Building Council

Deed of Agreement for Highway Works at
Berewood, Waterlooville Phase 8
pursuant to (inter alia) S.278 Highways Act 1980

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1 Parties

- 1.1 **Hampshire County Council** of The Castle Winchester Hampshire SO23 8UJ ('the County Council')
- 1.2 **Bloor Homes Limited** (Company Registration Number 02162561) whose registered office is situated at Ashby Road, Measham, Swadlincote, Derbyshire, DE12 7JP ('the Developer')
- 1.3 **National House Building Council** (Company Registration Number 00320784) whose registered office is situated in NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Bucks, MK5 8FP ('the Surety')

2 Background

- A The County Council is the Highway Authority for Hampshire and the local planning authority for the purposes of the Highways Act 1980 and a local planning authority for the purposes of section 106(3) of the Town and Country Planning Act 1990 for the area within which the Land is located
- B The Developer is desirous of entering into this Agreement for the purposes of securing the carrying out of the Works as defined herein and the Developer has agreed that it will pay the cost of construction maintenance and removal of the Works
- C The Temporary Access Works shall remain in place only for the Operational Period as defined in this Agreement and shall thereafter be removed and the Reinstatement Works undertaken by the Developer at its own cost.
- D The County Council is satisfied pursuant to Section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission.

Agreed Terms

3 Interpretation

3.1 In this Agreement the following expressions shall have the following meanings:

'Act'	the Highways Act 1980
'Agreement'	this deed of agreement
'As Built Information'	all documents and information listed in Schedule 2 paragraph 16 and in accordance with Hampshire County Council's Technical Guidance Note TG24 - Scheme Handover to Asset Owners (available at www.hants.gov.uk/transport/developers/technical-guidance)
'Deputy Director'	the County Council's Deputy Director for Legal Services and Monitoring Officer or such other officer or officers as may from time to time be primarily responsible for the provision of legal advice to the County Council
'Bond'	such sum being the cost of the Works of £209,086.90 (TWO HUNDRED AND NINE THOUSAND AND EIGHTY-SIX POUNDS AND NINETY PENCE)
'CAVAT Payment'	the sum of £3,900 (THREE THOUSAND NINE HUNDRED POUNDS) in respect of the Capital Asset Value of Amenity Trees (CAVAT) assessment methodology

'CDM Regulations'	being the monetary compensation for the loss of highway tree assets
'Certificate of Maintenance'	the Construction (Design and Management) Regulations 2015
'Competent Engineer'	a certificate issued by the County Council following the expiry of the Maintenance Period
'Chartered Engineer'	a qualified engineer, who has the technical knowledge and practical experience to satisfy the requirements to be employed under a Construction Contract in accordance with Schedule 2, paragraph 9 and who is independent from the Contractor
'Commutated Sums'	a person registered as an engineer with the Engineering Council as having the technical knowledge and practical experience to satisfy its preferred requirements
'Contractor'	the sums payable in accordance with Schedule 3 for future maintenance by the County Council of the Works in accordance with the County Council's Commuted Sums Policy Guidance available at https://www.hants.gov.uk/transport/developers/commuted-sums
	a contractor who complies with the Section 278 Guidance for Developers document June 2021 ('Appointing a Contractor') prepared by the Director (as

	modified and extended by any supplements and revisions) appointed by the Developer to undertake the Works
'Construction Contract'	the contract between the Developer and the Contractor for the purposes of providing the Works which provides for the appointment of a Competent Engineer
'Construction Traffic'	means traffic associated with the development of the Land pursuant to the Planning Permission and for the avoidance of doubt shall not include any traffic generated by occupation of any dwelling erected on the Land
'Default Event'	the occurrence of any of the following where the Developer is a) a corporation: i) it has an administrative receiver or receiver appointed over the whole or part of the Developer's assets or suffers the appointment of an administrator; or ii) any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or

- iii) an application is made for an administration order in relation to the Developer;
or
- iv) an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice is given of an intention to appoint an administrator by the Developer or its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- v) a receiver or manager is appointed in relation to any property or income of the Developer; or
- vi) a liquidator is appointed in respect of the Developer;
or
- vii) a voluntary winding-up of the Developer is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency

- has been filed with the Registrar of Companies; or
- viii) a petition is made for a winding-up order for the Developer; or
- ix) the Developer is struck-off from the Register of Companies; or
- x) the Developer otherwise ceases to exist.
- b) an individual:
 - i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or
 - ii) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Developer.

'Director'

the County Council's Director of Universal Services or Hampshire 2050 (as the case may be) or such other officer or officers as may from time to time be primarily responsible for the County Council's functions duties and responsibilities as a Highway Authority pursuant to the Act

'Drawings'	the drawings listed at Schedule 1 and attached at Appendix 2
'First Certificate of Completion'	means the First Certificate of Completion to be issued by the County Council on completion by the Developer of the Temporary Access Works to the complete satisfaction of the County Council
'Guidance Notes'	the 'Highway Development Agreements Guidance' and 'Section 278 Guidance for Developers' prepared by the Director to inform the Developer of the processes practices and procedures required by the County Council when undertaking design and works on a highway under s278 of the Act
'Hampshire County Permit Scheme'	the Traffic Management (Hampshire County Council) Permit Scheme Order 2019 dated 31st January 2019 made pursuant to the Traffic Management Act 2004
'Hampshire Street Lighting PFI Contract'	the contract relating to the provision and maintenance of street lighting and illuminated traffic signage pursuant to the Government's Private Finance Initiative
'Highway Condition Survey'	a highway condition survey which will identify the current condition of the highway in the vicinity of the Land (the extent of which survey

	shall be agreed by the County Council) and such condition survey is in accordance with 'Section 278 Guidance for Developers' document published by the County Council
'HMMP'	highway maintenance management plan
'Inspection Deposit'	a sum equal to 5% per cent of the tender value of the Works (excluding services and statutory undertaker diversion costs) as approved by the County Council or £5,000 (whichever is the greater) being a sum on account of the County Council's reasonable costs incurred in inspecting and administering the Works
'Land'	the land for the purposes of identification only shown edged red on plan GTWVILLE_P8/GA/102 Rev A attached Appendix 1 having the benefit of the Planning Permission
'Maintenance Period'	a period of at least 12 months from the issue of the Second Certificate of Completion
'Management Plan'	a works management plan produced by the Developer showing how in the course of planning and construction of the Works the Developer will: a) minimise disruption to all types of traffic;

- b) avoid instances of newly surfaced highway having to be re-excavated or have further works carried out on them;
- c) minimise the number of closures/diversions required by the Works;
- d) ensure that it takes into consideration the safety of all types of traffic that may be diverted or affected by the Works.
- e) comply with the Hampshire County Permit Scheme
- f) prevent deposits on the highway of earth mud and subsoil from the Land

'Mud Method Statements'

method statements submitted by the Developer for approval by the County Council of the detailed measures to be taken during the construction works consequent to the Planning Permission to prevent earth and subsoil on vehicles leaving the Land and adjacent development land being deposited on the public highway

'Operational Period'

means that period of time being no more than five years from the date of first use of the Temporary Access Works by construction vehicles to access the Land for the purposes of

	development pursuant to the Planning Permission
'Parties'	the parties to this Agreement and unless the context otherwise requires 'Party' shall refer to any one of the Parties
'Planning Permission'	the planning permission reference APP/22/01123 granted on 28 July 2023 by Havant Borough Council for the development of the Land requiring the Works
'Programme'	the programme for execution of the Works submitted to the County Council by the Developer at the Developer's expense and agreed in writing by the County Council pursuant to Schedule 2 paragraph 1.1 which the programme shall include but not be limited to: start dates, access dates, key dates and completion dates the order and timing of operations of the contractor employed to undertake the Works traffic management operations, resources employed and allowances for others as required for undertaking the Works.
'Reinstatement Works'	means those works for the removal of the Temporary Access Works and the reinstatement of the highway and related works as described in paragraph 2 of Schedule 1 hereto

**'Road Safety Audit' (or
'RSA')**

a Road Safety Audit commissioned by the Developer (at the Developer's expense) and undertaken by an independent and suitably qualified auditor (from the County Council's approved list) in the presence of the County Council and in accordance with Hampshire County Council's Technical Guidance Notes (available at www.hants.gov.uk/transport/developers/technical-guidance)

**'Second
Certificate of
Completion'**

means the Second Certificate of Completion to be issued by the County Council on completion by the Developer of the Reinstatement Works to the complete satisfaction of the County Council

'Snag Item'

that part or parts of the Works which are defective and/or not in accordance with the approved Works and/or the Specification and/or further required by the County Council in the interests of network safety

**'Snag Rectification
Period'**

a period of one (1) month following communication of the Snag Item by the County Council to the Developer unless otherwise agreed with the County Council in writing

'Specification'

the 'Manual of Contract Documents for Highway Works:

Volume 1 Specification for
Highway Works' published by TSO
as modified and extended by any
supplements and revisions and
further as modified and extended
by

- a) Hampshire County Council's
Model Contract Specification
(available at
www.hants.gov.uk/transport/developers/standard-details),
- b) Hampshire County Council's
Highway Construction
Standard Details (available at
www.hants.gov.uk/transport/developers/standard-details),
- c) Hampshire County Council's
Technical Guidance Notes
(available at
www.hants.gov.uk/transport/developers/technical-guidance)
and

'Structures'

all as in force at the date of
commencement of the Works
any structure or structures (as the
context so requires) as defined in
Design Manual for Roads and
Bridges – Document CG 300 –
Technical Approval of Highway
Structures and Structures shall be
construed accordingly

'Surety'

the provider of the Bond as
approved by the County Council

'Technical Approval'	the approval issued in respect of the Works by the County Council in their role as overseeing organisation under the Design Manual for Roads and Bridges or as local highway authority under Manual for Streets 1 & 2 in accordance with the County Council's latest published requirements and technical standards such approval being in the form of an approved design audit report including in respect of tasks or items secured within that report that are to be undertaken by the Developer as part of the Works
'Temporary Access Works'	means the highway works described in paragraph 1 of Schedule 1 hereto
'TRO'	Road traffic regulation order or orders pursuant to the Road Traffic Regulation Act 1984 (as amended) or any other enabling legislation
'TSO'	The Stationery Office Limited (company number: 03049649) and whose registered office is at 18 Central Avenue, St. Andrews Business Park, Norwich, England, NR7 0HR
'Working Day'	any day Monday to Friday inclusive excluding bank or public holidays between the hours of 0830 and 1630 and the expression 'Working

Days' shall be construed
accordingly

'Works'

the Temporary Access Works and
the Reinstatement Works

- 3.2 Where in this Agreement reference is made to any clause Schedule Appendix or paragraph such reference (unless the context otherwise requires) is a reference to a clause, Schedule or Appendix of this Agreement or to a paragraph in a Schedule
- 3.3 Where the context so admits words importing the singular include the plural and words importing the plural include the singular
- 3.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner
- 3.5 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 3.6 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act of Parliament for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act of Parliament or deriving validity from it
- 3.7 The headings and contents list are for reference only and shall not affect construction
- 3.8 References to 'in writing' shall unless otherwise specified within this Agreement include email
- 3.9 References to 'including' means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and 'include' shall be construed accordingly
- 3.10 The Parties agree that the Schedules and Appendices to this Agreement form part of the Agreement and are incorporated as if the same had been set out in full as terms in the main body of the document except that where

there is any conflict between the terms of this Agreement and the content of the Schedules or Appendices the clauses of this Agreement will prevail

4 Statutory powers

4.1 This Deed of Agreement is made pursuant to Sections 278 and 251 of the Act Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and section 106 of the Town and Country Planning Act 1990 and all other enabling powers including Section 1 of the Localism Act 2011

4.2 For the purposes of Section 251 of the Act the County Council certifies that this Agreement is made in connection with its functions as Highway Authority under the Act

5 General matters

5.1 Where any agreement certificate or approval is to be given by the County Council under the terms of this Agreement then the same shall be in writing and not be unreasonably withheld or delayed

5.2 Any notice to be served by the Developer under the terms of this Agreement shall be in writing referencing the following CGB/ENVAG/0216 and shall not be deemed to be given until received by the County Council at The Castle, Winchester, Hampshire SO23 8UJ and addressed to the Deputy Director or to such addressee as the County Council may from time to time stipulate

5.3 Any notice required to be served by the County Council under this Agreement or to comply with legislation is to be served by the County Council in writing and shall reference the following CGN/ENVAG/0216 and shall not be deemed to be given until received by the Developer at the address set out in this Agreement.

6 Execution of Works

6.1 The Developer covenants with the County Council

6.1.1 To carry out at its own expense and at no cost to the County Council the Temporary Access Works described in Schedule 1 as contractor for the County Council in a good and workman like

- manner and with proper materials and in accordance in all respects with the terms and conditions set out in this Agreement (which for the avoidance of doubt includes Schedule 2)
- 6.1.2 Not to commence or permit commencement of the Works unless and until
 - a) a Programme for the Works has been submitted to the County Council and subsequently that any variation is agreed with the County Council in accordance with Schedule 2
 - b) the Developer has received Technical Approval from the County Council for the Works
 - c) the Contractor holds the appropriate street works permit in accordance with the provisions of Hampshire County Permit Scheme
 - d) the Developer has applied (at their own expense) for any permanent TRO required for the Works to be lawfully undertaken and completed and further covenants at all times during the Works to have in place any permanent or temporary TRO required for the Works to be lawfully undertaken and completed
- 6.1.3 To carry out at the Developer's own expense the Road Safety Audit which for the purpose of this clause shall include either RSA 3 or interim RSA 3 and if deemed necessary by the County Council RSA 4
- 6.1.4 That following completion of the Road Safety Audit pursuant to clause 6.1.3 the Developer shall carry out at the Developer's own expense such alterations to the Drawings and Works (which may also include statutory consents and any other drawings) as may be reasonably required to ensure the safety of users of the highway
- 6.1.5 To remediate Snag Items within the Snag Rectification Period (at the Developer's own expense) unless otherwise agreed in writing by the County Council

- 6.2 To notify the County Council in writing as to the date the Temporary Access Works and Reinstatement Works are opened to the public no later than one month thereafter in addition to and without prejudice to the issuing of the First Certificate of Completion and the Second Certificate of Completion
- 6.3 To provide the As Built Information (if required) within 1 (one) calendar month from the date of the notification pursuant to clause 6.2 confirming the Temporary Access Works and the Reinstatement Works are open to the public.
- 6.4 On the expiration of the Operational Period to carry out at its own expense and at no cost to the County Council the Reinstatement Works described in Schedule 1 as contractor for the County Council in a good and workman like manner and with proper materials and in accordance in all respects with the terms and conditions described in Schedule 2.

7 Street lighting

- 7.1 The Developer covenants that it shall maintain access to all apparatus that is part of the Hampshire Street Lighting PFI Contract and where this is not possible the maintenance responsibility for that apparatus shall be removed from the Hampshire Street Lighting PFI Contract and shall pass to the Developer and **further** where the Developer removes or relocates any apparatus that is part of the Hampshire Street Lighting PFI Contract the maintenance responsibility for that apparatus shall be removed from the Hampshire Street Lighting PFI Contract and shall pass to the Developer

8 Indemnity

- 8.1 The Developer indemnifies and shall keep indemnified the County Council in respect of all actions claims demands fees charges expenses and proceedings (which for the avoidance of doubt shall include the County (Council's reasonable surveyors and legal costs in dealing with the matter) arising out of or in connection with or incidental to the carrying out of the Works and any works required by any statutory undertaker including any costs expenses and penalties incurred by the County Council in the event the Developer exceeds the timescale specified in the Programme and the use of the Temporary Access Works to access the Land for the duration of the Operational Period other than those arising under Parts I and II of the

Land Compensation Act 1973 in respect of which the provisions at clause 10 below shall apply **and** this covenant shall continue in full force and effect until all such claims shall have been determined settled and discharged and the County Council reimbursed in full notwithstanding the issue of the Certificate of Maintenance

9 Public liability

- 9.1 Without prejudice to the Developer's liability under Clauses 8 and 10 hereof to indemnify the County Council the Developer covenants that the Developer shall be insured against public liability risks for a sum of at least £10,000,000 in respect of any one claim and shall ensure that any person or persons carrying out the Works on behalf of the Developer is similarly insured against public liability risks and the Developer or any person authorised by the Developer to carry out the Works shall (without prejudice to the requirements of Schedule 2 paragraph 1.8 of this Agreement) on request by the County Council produce for inspection evidence of the relevant policies of insurance

10 Land compensation claims

- 10.1 The Developer indemnifies the County Council against all costs associated with the County Council's responsibilities and all claims under section 10 of the Compulsory Purchase Act 1965 and pursuant to Part I and Part II of the Land Compensation Act 1973 (as amended) and regulations made there under (including claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations 1975) arising out of the use of the Temporary Access Works and or the Reinstatement Works

11 Bond

- 11.1 The Developer shall not commence the Works until it has provided to the County Council a Bond by the Surety acceptable to the Director to the effect that if the Developer fails at any time to complete the Works to the County Council's satisfaction and/or pay any sums due to the County Council pursuant to the terms of this Agreement including for the avoidance

of doubt any payments due under clause 21.1.1 and/or carry out and/or observe any of the terms and/or covenants and/or conditions and/or stipulations on its part contained in this Agreement and/or in the event of a Default Event occurring the Surety shall pay to the County Council on demand such sum as may be required by the Director in order to complete the Works or reinstate the highway or complete such alternative works as the Director considers appropriate and remedy any Snag Items prior to the Works becoming maintainable at the public expense or occurring or discovered during the Maintenance Period and not rectified within the Snag Rectification Period and the cost of any other sums due pursuant to the terms of this Agreement and such further sum or sums as the Director considers necessary to fully reimburse the County Council in respect of any costs and/or expenses incurred by the County Council in the enforcement of the terms and/or covenants and/or conditions and/or stipulations on the part of the Developer under this Agreement together with the full cost to the County Council of preparing an alternative contract or contracts and of supervising the execution of any alternative contract and completing such alternative works and/or reinstatement of the highway as the Director in his absolute discretion considers appropriate **provided that** upon issue of the Second Certificate of Completion the Bond may be reduced by up to 85% or to the sum of £20,000.00 whichever is the greater value as agreed by the County Council and **provided further** that upon issue by the County Council of the Certificate of Maintenance the Bond shall be released in full.

12 Payments on the date of this Agreement

12.1 The Developer further covenants with the County Council to pay to the County Council on or before the date of this Agreement

12.1.1 the whole of the reasonable costs incurred by the Deputy Director and in the preparation of this Agreement.

12.1.2 the administrative and management costs incurred by the Director in the preparation of this Agreement

(for avoidance of doubt the fees referred to above in clause 12.1.2 are the development control fee)

13 Prior to commencement of the Temporary Access Works

- 13.1 The Developer further covenants with the County Council to pay to the County Council
- 13.1.1 on demand and in any event prior to commencement of the Works the CAVAT Payment
 - 13.1.2 on demand and in any event prior to commencement of the Temporary Access Works the reasonable cost to the County Council of approving the detailed contract drawings, specification and any relevant reports for the Temporary Access Works.
 - 13.1.3 on demand and in any event prior to commencement of the Temporary Access Works the Inspection Deposit and further shall pay any reasonable additional sum incurred by the County Council in inspecting and administering the Works within 30 days following receipt of an invoice from the County Council
 - 13.1.4 prior to commencement of the Temporary Access Works the full cost to the County Council of any road traffic orders (either permanent, temporary or experimental) required to facilitate the Works
 - 13.1.5 prior to commencement of the Temporary Access Works the full cost to the County Council of any permanent TRO or road hump notices
 - 13.1.6 on demand and in any event prior to commencement of the Temporary Access Works the Inspection Deposit

14 Prior to issue of Second Certificate of Completion

- 14.1 The Developer further covenants with the County Council to pay to the County Council
- 14.1.1 Prior to the issue of the Second Certificate of Completion and in accordance with Schedule 3 any Commuted Sums due in respect of the future maintenance of the Reinstatement Works and in the event that a period of 2 years is exceeded between the date of this Agreement and the issue of the Second Certificate of Completion the

Developer shall pay by way of interest adjustment for inflation the
Commuted Sums set out in Schedule 3 a fixed rate of 4%

14.1.2 On demand and in any event prior to the issue of the Second
Certificate of Completion

- a) any additional design check costs and
- b) the costs of any inspections that may be required as a result of
the Works which exceed the Inspection Deposit and
- c) any accrual payment incurred or to be incurred at the time of
adoption by the County Council in respect of the Works
pursuant to the Hampshire Street Lighting PFI Contract together
with a fee of £200 per lighting unit and
- d) any sums incurred by the County Council pursuant to the
requirements of Schedule 2

15 Payment prior to the reduction of the Bond

15.1 The Developer further covenants with the County Council to pay to the
County Council

- 15.1.1 on demand and in any event prior to the reduction of the Bond the
sum of £500 for costs incurred in approving and administering
reducing the Bond

16 Payment prior to the release of the Bond

16.1 The Developer further covenants with the County Council to pay to the
County Council

- 16.1.1 on demand and in any event prior to the release of the Bond the
sum of £500 for costs incurred in approving and administering
releasing the Bond

17 Payments prior to issue of Certificate of Maintenance

17.1 The Developer further covenants with the County Council to pay to the
County Council

- 17.1.1 on demand and in any event prior to the issue of the Certificate of
Maintenance
- a) any additional design check costs and

- b) the costs of any inspections that may be required as a result of the Works which exceed the Inspection Deposit and
- c) any accrual payment incurred or to be incurred at the time of adoption by the County Council in respect of the Works pursuant to the Hampshire Street Lighting PFI Contract together with a fee of £200 per lighting unit (if applicable) and
- d) any further Commuted Sums in accordance with Schedule 3 from additional assets which are identified by the County Council as a result of alterations made to the Drawing(s) and any other drawings approved pursuant to this Agreement and alterations to the Works both which for the avoidance of doubt may be as a result of but not limited to the Road Safety Audits or remediation of Snag Items and any other outstanding sums due pursuant to this Agreement

18 Payment on demand

- 18.1 Where any payment due to the County Council under this Agreement is outstanding the Developer covenants with the County Council that the Developer shall pay all outstanding payments to the County Council within ten Working Days of the County Council's written demand ('the Demand') as well as the interest at a rate of 4% per annum above the base lending rate of HSBC at the date of the Demand on the sum outstanding from the due date under this Agreement until the actual date of receipt of payment by the County Council

19 County Council's covenants

- 19.1 The County Council covenants with the Developer as follows:
- 19.1.1 That the County Council authorises the Developer, Competent Engineer and the Contractor to carry out the Works within the public highway subject to and strictly in accordance with this Agreement including the terms conditions and stipulations in Schedule 2

- 19.1.2 That upon completion of the Temporary Access Works in accordance with the approved drawings, Specification and any recorded and agreed changes during the Temporary Access Works to the satisfaction of the County Council will issue the First Certificate of Completion and as from the date of the First Certificate of Completion the Developer shall thereafter maintain the Temporary Access Works and shall promptly deal with any defects appearing or safety issues identified during the Operational Period to the satisfaction the County Council
- 19.1.3 That upon completion of the Reinstatement Works to the satisfaction of the County Council to issue the Second Certificate of Completion and as from the date of the Second Certificate of Completion the Developer shall thereafter maintain the Reinstatement Works during the Maintenance Period to the satisfaction of the County Council
- 19.1.4 Upon the expiry of the Maintenance Period and PROVIDED THAT the Developer has:
- 18.1.4.1 paid to the County Council all amounts due to it under the terms of this Agreement; and
 - 18.1.4.2 complied with its obligations in Schedule 2 including the completion of any reinstatement or other works previously identified by the County Council to the satisfaction of the County Council
- the County Council shall issue the Certificate of Maintenance in respect of the Reinstatement Works and thereafter the Reinstatement Works shall be highway maintainable at public expense PROVIDED FURTHER THAT the County Council shall be at liberty to delay the issue of the Certificate of Maintenance if in the County Council's opinion the Reinstatement Works are likely to be subjected to heavy loading or used by construction vehicles driven by or on behalf of the Developer or his or its servants and agents or contractors or other developers in connection with road or building works carried out on the Land or

on adjoining land in any which cases the Maintenance Period shall be extended accordingly

20 Further Agreement between Parties

20.1 It is further agreed between the Parties that:

- 20.1.1 In accordance with Regulation 4(8) of the CDM Regulations the Developer hereby elects to be the only client for the purposes of the CDM Regulations for any part of the Works as may be within the public highway and the County Council consents to such an election and for the avoidance of doubt the County Council shall have a duty only under Regulations 4(4), 8(4) and 8(6) of the CDM Regulations insofar as those duties relate to health and safety information in the County Council's possession as a Highway Authority
- 20.1.2 If the estimated value of the contract for the Works equals or exceeds the threshold identified in Schedule 1 of the Procurement Act 2023 (as amended from time to time) then the Developer as contractor for the County Council shall in appointing an economic operator to carry out the Works comply with the Procurement Act 2023 (as amended from time to time).

21 Non-compliance

21.1 Without prejudice to the terms of this Agreement:

- 21.1.1 If the Developer fails to execute or complete the Temporary Access Works or thereafter maintain them during the Operational Period or to complete the Reinstatement Works or thereafter maintain or remedy any defect in them during the Maintenance Period in accordance with its obligations under this Agreement the County Council shall after not less than fourteen (14) days' notice in writing to the Developer (or immediately in any case of emergency or danger) be entitled to close the access to the Land created by the Temporary Access Works and reinstate the highway or complete such alternative works as the County Council considers appropriate using its own employees or by

contract or otherwise (entering the Land if necessary to do so) and to recover the full costs as certified by the County Council from the Developer and **further** the Developer covenants with the County Council to pay such costs in full within 20 Working Days of receipt of a written demand from the County Council

21.1.2 After the expiry of the notice period set out in clause 21.1.1 or immediately in the case of emergency or danger the authority given to the Developer under clause 19.1.1 shall be revoked immediately upon the County Council exercising its powers at 21.1.1 above

21.1.3 If the Developer fails to comply with the approved Mud Method Statements, the County Council reserves the right to close any access to the Land until such time as the public highway is made safe

22 In the event that the Developer fails to execute or complete or maintain the Temporary Access Works or the Reinstatement Works in accordance with the timescale set out within the notice referred to in clause 21.1.1 and the County Council is subsequently required to exercise its powers set down in clause 21.1.1 hereof then the authority given to the Developer under clause 19.1.1 shall be immediately revoked.

23 Arbitration

23.1 Save for matters of interpretation of this Agreement (which shall be matters for the Court) in the event of any dispute arising between the Parties in respect of any matter contained in this Agreement including questions of value and any question of reasonableness the same shall be referred to an expert ('Expert') to be agreed upon between the Parties or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Institution of Civil Engineers and the Expert's decision shall be final and binding on the Parties and whose costs (including the re-imbursement of the costs of any other experts' fees) shall be at his discretion

23.1.1 The Expert shall

- a) have at least ten years post qualification experience in the subject matter of the dispute and shall:
- b) be appointed subject to an express requirement that he reaches a decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 30 Working Days from the date of his appointment to act
- c) be required to give notice to each of the Parties inviting each of them to submit to him within 10 Working Days of his appointment written submissions and supporting material and shall afford to each of the said Parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material and the Expert shall disregard any representations made out of time
- d) the Expert's decision shall be given in writing within 15 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 15 Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said Parties

23.2 It is declared and agreed between the Parties hereto that nothing in clause 21 shall be taken to fetter the ability of the County Council to seek legal redress of any breach of the obligations entered into by the Developer in this Agreement

24 Miscellaneous

24.1 The Developer hereby agrees that the Works are for the benefit of the Land and in the case of the Temporary Access Works shall upon completion only be used for Construction Traffic for the duration of the Operational Period

24.2 If the Temporary Access Works have not commenced in accordance with the terms of this Agreement within two (2) years of the date of this Agreement then the Agreement shall (**save always** for any outstanding

- liabilities on the part of the Developer) absolutely determine and cease to have any effect unless otherwise agreed in writing between the Parties
- 24.3 At the expiry of the Operational Period the Developer shall cease to use the Temporary Access Works for access and egress to the Land by Construction Traffic unless otherwise agreed in writing by the Council.
- 24.4 For the **avoidance of doubt** reference wherever it appears in this Agreement to the Developer shall not include any successor to the Developer in respect of the authority granted to the Developer to carry out the Temporary Access Works or the Reinstatement Works pursuant to this Agreement
- 24.5 Reference whenever it appears in this Agreement to any statute or other legislation shall include any amendment thereto or other regulations codes of practice or other directions made or given there under
- 24.6 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement confers or purports to confer any rights to enforce any of the terms and provisions of this Agreement on any person who is not a Party hereto or a successor in title to a Party
- 24.7 The Parties agree that if any part of this Agreement shall be declared unlawful, unenforceable or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Agreement shall continue in full force and effect
- 24.8 Any delay, neglect or forbearance on the part of the County Council in enforcing (in whole or in part) any provision of this Agreement shall not be a waiver nor be deemed to be a waiver of that provision or any other provision and shall not in any way prejudice the right of the County Council under this Agreement.
- 24.9 The Developer will pay the County Council the development control fee of £2,595.43 (TWO THOUSAND FIVE HUNDRED AND NINETY-FIVE POUNDS AND FOURTY-THREE PENCE) on the date of hereof

This Agreement including the Drawings, Schedules and Appendices has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

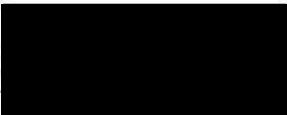
Executed as a Deed by affixing the
Common Seal of **Hampshire**
County Council in the presence of



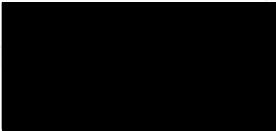

Authorised Signatory
Name 
Position *AUTHORISED OFFICER*

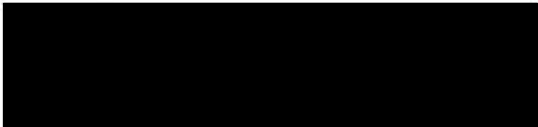
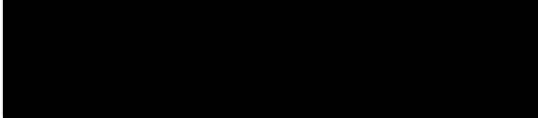
SIGNED as a **DEED** by  ..)
..... as attorney for the)
NATIONAL HOUSE BUILDING COUNCIL)
under a Power of Attorney dated)
23 May 2024 as)
attorney for National House Building Council)

Project Underwriter


Attorney Signature

in the presence of:

 
Name of Witness Witness Signature

Occupation Of Witness: 
Address of Witness: 

SIGNED as a DEED by [REDACTED])
and [REDACTED])
as attorneys for BLOOR HOMES LIMITED)

Attorney:

Name: Authorised Signatory

In the presence of:

Witness signature: [REDACTED]

Witness name (BLOCK CAPS)

Witness Address:

Witness Occupation:

[REDACTED]
Trainee Accounts Assistant
Bloor Homes Limited
Ashby Road
Measham
Swadlincote
Derbyshire DE12 7JP

Attorney: [REDACTED]

Name:

AUTHORISED SIGNATORY

In the presence of:

Witness signature: [REDACTED]

Witness name (BLOCK CAPS)

Witness Address:

Witness Occupation:

[REDACTED]
Trainee Accounts Assistant
Bloor Homes Limited
Ashby Road
Measham
Swadlincote
Derbyshire DE12 7JP

Schedule 1 – Description of Works

The Temporary Access Works referred to in this Agreement and shown in principle on Drawings GTWVILLE_P8/GA/103 Rev G attached hereto shall comprise the provision of:-

- 1.1 Construction of a temporary bellmouth access via London Road. This will then be re-instated as a footway or cycleway connection once construction has ceased.

The Reinstatement Works referred to in this Agreement and shown in principle on Drawings GTWVILLE_P8/GA/103 Rev G attached hereto shall comprise:

- 2.1 the right turn lane being taken out, kerb lines reinstated, footway and carriageway being reinstated in an appropriate condition and the footway/cycleway being provided as shown within the attached Drawings.
- 2.2 Re-surfacing of the carriageway
- 2.3 The undertaking of any other remedial works as may reasonably be required by the County Council to re-instate the highway (including the verges landscaping and replacement of any trees) to a satisfactory condition

TOGETHER WITH such ancillary works as may be required by the County Council which ancillary works may include inter alia the provision of street lighting traffic signs carriageway markings footways street furniture and drainage and any necessary alterations to statutory undertakers equipment **provided that** if the Department for Transport Technical Design Standards, Advice or the County Council's Technical Guidance Notes are amended after the date of this Agreement the County Council shall be at liberty to review the Works and require any amendments deemed necessary to ensure that the Works comply with the revised standards and advice **save that** in circumstances where detailed contract drawings have been approved in writing by the County Council and the Temporary Access Works and or the Reinstatement Works (as the case may be) are commenced within three months of the date of their written approval then **subject always to and without prejudice** to Schedule 2 the County Council shall not seek any amendments to the Works

Schedule 2 – Terms and Conditions of Works

The Works shall be carried out in accordance with the following terms and conditions:

- 1 The Works shall not be commenced until:**
 - 1.1 Detailed design drawings, specification, Programme, Mud Method Statement and traffic management measures have been prepared by the Developer and approved by the County Council in writing.
 - 1.2 The Developer has demonstrated to the satisfaction of the County Council how it will comply with the Code of Practice for the Co-ordination of Street Works for Road Purposes and Related Matters 1992 and has submitted to the County Council a Management Plan and such Management Plan has been approved in writing by the County Council.
 - 1.3 Where the estimated value of the contract for the Works equals or exceeds the threshold provided in Schedule 1 of the Procurement Act 2023 (as amended from time to time) tenders shall have been invited under the Open Procedure (as defined in the statute).
 - 1.4 The Developer has:-
 - 1.4.1 obtained any necessary licences and given any necessary notices pursuant to the New Roads and Street Works Act 1991; and
 - 1.4.2 obtained any necessary consents and permissions from any railway canal, inland navigation, dock or harbour undertakers or any other party or organisation where the consent or permission of the undertaker, party or organisation is required for the Works to be lawfully undertaken and completed
 - 1.5 Where in accordance with Regulation 4(8) of the CDM Regulations the Works are notifiable the Developer as the only client has provided to the County Council:-
 - 1.5.1 a copy of the notice to be served under Reg 6(2) of the CDM Regulations and a copy of the Notification of Project (form HSE10) to the HSE
 - 1.5.2 confirmation that duties under Reg 4(4) and 4(5) of the CDM Regulations are being carried out

- 1.6 Where in accordance with Regulation 5(1) of the CDM Regulations there is more than one contractor or it is foreseeable that there will be more than one contractor the Developer as the only client shall provide to the County Council written details of the principal designer and the principal contractor who will undertake these roles during the construction phase of the works
- 1.7 The Developer has paid all sums due prior to commencement of the Works pursuant to this Agreement
- 1.8 The original insurance policy and receipts referred to in clause 9 or copies thereof certified by a solicitor have been produced
- 1.9 A noise survey and assessment in respect of the Works has been undertaken by a competent noise expert in accordance with the advice and instruction contained in the technical memorandum entitled 'Calculation of Road Traffic Noise' published June 1988 by the TSO as may be amended from time to time and a copy of the survey and assessment has been submitted to the County Council and all and any requirements arising therefrom have been undertaken by the Developer at its own expense
- 1.10 The Developer has provided in writing to the satisfaction of the County Council measures to ensure the highway remains adequately lit at all times during the works and supply temporary lighting when required
- 1.11 The Developer has submitted to the County Council and the County Council has approved a Highway Condition Survey
- 1.12 The Developer has prepared for the County Council with regard to any Structures detailed contract drawings for Technical Approval in accordance with the relevant section of the Design Manual for Roads and Bridges (CG 300 Technical Approval of highway structures) Technical Approval of Highways Structures and the HMMP or any amendment/replacement thereof
- 2 The Developer shall ensure that the structure design and checking procedure for any Structure is carried out by a Chartered Engineer familiar with Department for Transport Standards who shall state on 'Form AIP' or any amendment/replacement thereof the documents which will be applicable and which will need to be agreed. The procedure document

- HMMP applicable to highway structures shall be obtained from the County Council before details are submitted for approval
- 3 The Developer shall notify the County Council as follows:
 - 3.1 In accordance with the provisions of the Hampshire County Permit Scheme
 - 3.2 At least 10 clear Working Days prior to commencement of the Temporary Access Works and/or the Reinstatement Works of its intention to proceed with the Temporary Access Works or the Reinstatement Works (as the case may be)
 - 3.3 No later than the next Working Day following commencement of the Temporary Access Works or the Reinstatement Works (as the case may be) that the Temporary Access Works or the Reinstatement Works have commenced
 - 3.4 At least 24 hours prior to the commencement of each and every stage of excavation and construction operations associated with highway structures
 - 4 At least 3 months prior to commencement of the Works the Developer shall give notice to each statutory undertaker for the time being of any service(s) which may be affected by the Works of the proposal to carry out the Works or which might be required in consequence of the Works and shall place orders and pay any costs to all statutory undertakers for all works to their mains or services necessitated by the Works and shall relocate all street furniture affected to the satisfaction of the County Council
 - 5 The Works shall be signed and protected to at least the standards of the Traffic Signs Manual Chapter 8 2nd Edition published by TSO in and the Safety at Street Works and Road Work A Code of Practice published by Department of Transport and the proposed arrangements shall be approved in writing by the County Council before the Temporary Access Works or the Reinstatement Works commence (as the case may be)
 - 6 The Works shall be constructed:
 - 6.1 Under the terms of a Construction Contract, unless agreed otherwise by the County Council
 - 6.2 Under the direction and instructions of a Competent Engineer. The Competent Engineer shall be authorised to issue instructions to the Contractor in the normal execution of duties under the Construction Contract;

- 6.3 In accordance with the Specification, detailed contract drawings and Programme, prepared in accordance with the Guidance notes, unless any changes to the Works are agreed in writing by the County Council during the course of construction. The Competent Engineer shall be responsible for negotiating, agreeing and implementing any required changes;
- 7 During the progress of the Works the County Council shall have free access to every part of the Works to inspect the same as they proceed and all materials used or intended to be used therein and the Developer shall give effect to any reasonable requirements made or reasonable direction given by the County Council to conform to the approved detailed contract drawings the Specification and the Programme
- 8 The Developer shall not cover up any works without the approval of the County Council and shall afford full opportunity for it to examine and measure any work which is about to be covered up and to examine foundations before permanent work is placed thereon and shall give at least three (3) working days' notice to the County Council whenever any such work or foundations is or are ready for examination
- 9 The County Council shall have power in its reasonable discretion to test or require the testing of materials plant and workmanship used or proposed to be used in the Works and to reject any materials plant or workmanship so tested which it may reasonably find to be not in accordance with the approved detailed contract drawings and the Specification
- 10 The Developer shall as soon as is reasonably practicable replace or repair any materials, plant or workmanship which have been found to be not in accordance with the approved detailed design drawings and Specification.
- 11 Immediately prior to the issue of the Certificate of Completion and (also if required by the County Council prior to issue of the Certificate of Maintenance) on site Road Safety Audits in accordance with the relevant section of the Design Manual for Roads and Bridges (GG 119 Road Safety Audit) and Hampshire County Council's Technical Guidance Note TG18 shall be carried out by the Developer in the presence of the County Council and arising there from the County Council shall be at liberty to require such alterations to the approved detailed contract drawings and to the Works at

- the expense of the Developer as may be reasonably required to ensure the safety of users of the highway
- 12 The Works shall be completed to the satisfaction of the County Council in accordance with the timescale specified in the Programme or any variation to the Programme agreed by the County Council
- 13 To protect the County Council's legitimate interest as Highway Authority and the effective operation of the public highway, should the Works not be completed to the satisfaction of the County Council in accordance with the timescales specified in the Programme, the Developer shall, if required by the County Council, pay to the County Council on demand a sum proportionate to the disruption caused to the public highway by the delayed works (in accordance with the County Council's Technical Guidance Note TG22 and Code of Practice for the Co-ordination of Street Works)
- 14 The Developer shall not at any time give consent to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any statutory undertaker or public or private company firm or individual of any overground or underground equipment without the consent in writing of the County Council
- 15 The Developer shall fully maintain the Works for the Maintenance Period and shall make good any Snag items or other defects or damage which may arise or be discovered during such period Maintenance Period
- 16 The Developer shall as part of the As Built Information (and always prior to the issue of the First Certificate of Completion and the Second Certificate of Completion) provide the County Council with the following
- 16.1 CCTV Drain Survey together with details of gully manhole and catchpit locations in an agreed GPS format; and
- 16.2 an up-to-date Electrical Installation Certificate and schedule of test results in respect of any street lighting in accordance with BS7671 or any amendment/replacement thereof and which certificate shall be signed by a competent person in accordance with Appendix 6 of the BS7671 in a format approved by the County Council; and
- 16.3 written confirmation from the Developer that the street lighting apparatus complies with the 'Accrual Required Standards' issued by the County Council pursuant to the Hampshire Street Lighting PFI Contract

- 16.4 in respect of highway structures a maintenance manual to include suitable scale electronic data sets and paper sets (if required) of 'as built' drawings soil reports records of materials tested Health and Safety file and revised forms AIP and associated certificates
- 16.5 accurate 1:500 scale of 'as built' drawings supplied dwg format (packaged with any associated cross references) and PDF format
- 16.6 records of the earthworks showing sources of material used in areas of fill, description of fill materials descriptions of sub-grades in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the earthworks
- 16.7 records of the sources of supply of all other manufactured materials (including drainage goods fencing materials traffic signs electrical components and cables etc)
- 17 The Developer shall as part of the As Built Information (and always prior to the issue of the Certificate of Maintenance) provide the County Council with any updated information as may be required by the County Council to the items within paragraphs 16.1 through to 16.7 of this Schedule

Schedule 3 – Schedule of Rates for Commuted Sums

Asset Element	From the date of the completion of the Agreement to the date the Works are placed onto maintenance (Date of Second Certificate of Completion)		Unit / Basis for Calculation	Notes
	0 to 2 Years	>2		
	Unit Cost A	Unit Cost B		
Carriageway Surfacing				
Stone Mastic Asphalt	£18.03	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
High Friction Surfaces (HFS)	£142.20	Unit Cost A + interest adjustment for inflation*	per m ²	6 replacements
Pigmented Asphalt	£144.25	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
Block Paving	£99.09	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Additional areas not required by the Highway Authority (e.g. parking bays)	£29.99	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements
Asphaltic Concrete	£36.67	Unit Cost A + interest adjustment for inflation*	per m ²	6 replacements (extra over cost)
Overrun Areas (modular)	£235.11	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
Carriageway Ancillaries				
Kerbs (conservation / countryside)	£8.33	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Kerbs (natural stone)	£15.27	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Safety Kerbs	£59.71	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Road Studs (all other types)	£61.35	Unit Cost A + interest adjustment for inflation*	Item	10 replacements
Footways and Cycleways				
Block Paving	£76.88	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Modular Paving (Flags)	£101.50	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Modular Paving (Flags) Natural Stone	£329.91	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)

Pigmented Asphalt Cycleways	£96.17	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Pigmented Asphalt Footways	£96.17	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Resin Bonded Gravel	£239.45	Unit Cost A + interest adjustment for inflation*	per m ²	4 replacements (extra over cost)
Fences and Barriers				
Pedestrian Guard Rail	£244.40	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Boundary Fencing (post and rail)	£116.65	Unit Cost A + interest adjustment for inflation*	Linear m	3 replacements
Birdlip Fencing	£57.41	Unit Cost A + interest adjustment for inflation*	Linear m	3 replacements
Acoustic Barrier	£188.16	Unit Cost A + interest adjustment for inflation*	Linear m	1 replacement
Vehicle Restraint System - Barrier	£140.32	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Vehicle Restraint System - Terminal	£1,518.67	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Retaining wall <1.5m	£1,297.94	Unit Cost A + interest adjustment for inflation*	m ²	1 replacement
Street Lighting				
Architectural / Non Standard <6m	£3,745.69	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Architectural / Non Standard >6m	£4,262.15	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Wall Mounted Lighting	£3,131.71	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Subway / Bridge lighting	£1,202.90	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Private Cable Network	£82.44	Unit Cost A + interest adjustment for inflation*	Linear m	1 replacement
Street Furniture				
Bus Shelters (passenger information)	£23,995.32	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Bus Shelters (unlit)	£4,803.33	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Bus Stops (poles and flags)	£1,513.61	Unit Cost A + interest adjustment for inflation*	Item	5 replacements
Cycle Racks	£488.80	Unit Cost A + interest adjustment for inflation*	Item	2 replacements

Seating and Benches	£2,740.43	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Bollards (wooden)	£1,155.33	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollards (plastic socketed)	£1,403.20	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollards (concrete)	£854.00	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Bollard (removable)	£1,118.68	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollard (foldable)	£1,236.33	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Solar Bollard	£1,841.87	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Verges and Landscaped Areas				
Grass Verges (>2m width)	£17.07	Unit Cost A + interest adjustment for inflation*	m ²	4 cuts per year (applied to area over 2m standard width only)
Trees	£324.98	Unit Cost A + interest adjustment for inflation*	Item	Routine maintenance
Hedges	£104.24	Unit Cost A + interest adjustment for inflation*	Linear m	1 cut per year
Shrubs	£38.71	Unit Cost A + interest adjustment for inflation*	m ²	1 cut per year
Traffic and Pedestrian Management				
Illuminated Traffic Signs <=4m ²	£2,835.79	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Illuminated Traffic Signs >4m ²	£3,792.67	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Zebra Crossing	£4,858.61	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Controlled Crossing (Toucan, Puffin) Single carriageway	£51,535.36	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Controlled Crossing (Toucan, Puffin) Dual carriageway	£91,493.43	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Signals - T Junction	£129,636.38	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Signals - Crossroads	£171,271.32	Unit Cost A + interest adjustment for inflation*	Item	3 replacements

Traffic Signals - Roundabout Per Arm	£86,041.21	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Over Height Warning Signs (OHWS)	£56,255.05	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
CCTV	£21,131.82	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Heritage Pedestrian Signs	£555.45	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Traditional Cast Iron Finger Posts	£833.17	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Traffic Calming Humps / Raised Tables (bituminous)	£133.30	Unit Cost A + interest adjustment for inflation*	m ²	3 replacements
Traffic Calming Cushions	£13,094.28	Unit Cost A + interest adjustment for inflation*	Item	6 replacements
Variable Messaging Signs (VMS)	£52,457.94	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Calming Humps / Raised Tables (block paved)	£366.60	Unit Cost A + interest adjustment for inflation*	m ²	3 replacements
Drainage				
Pipes (=>375mm)	£64.31	Unit Cost A + interest adjustment for inflation*	Liner m	Replacement - 50% of total (extra over cost) and cleansing
Grills & Screens	£119.70	Unit Cost A + interest adjustment for inflation*	Item	Cyclic maintenance
Petrol Interceptors (<=8m3)	£19,989.24	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Petrol Interceptors (>8m3)	£37,101.22	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Soakaways (<=5m3)	£3,264.22	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Soakaways (>5m3)	£5,923.70	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Swales	£40.80	Unit Cost A + interest adjustment for inflation*	m ²	Routine maintenance
Storage Chamber / Tank	£1,569.46	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing and 1 replacement
Highway Ponds (infiltration)	£281.97	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing
Highway Ponds (non-Infiltration)	£541.88	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing
Vortex Flow Control	£7,358.37	Unit Cost A + interest adjustment for inflation*	Item	2 replacements

Weir Kerbs	£307.35	Unit Cost A + interest adjustment for inflation*	Item	Replacement (50% of total) and cyclic cleansing
Filter Drains	£290.28	Unit Cost A + interest adjustment for inflation*	Linear m	Cyclic Cleansing and 2 replacements
Fin or Narrow Filter Drains	£222.18	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Permeable Paving	£210.70	Unit Cost A + interest adjustment for inflation*	m ²	2 replacements
Headwall (bagwork)	£694.31	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Channel Drains	£145.99	Unit Cost A + interest adjustment for inflation*	Linear m	Cyclic cleansing and 1 replacement
Pumps and Pumping Stations	£54,893.82	Unit Cost A + interest adjustment for inflation*	Item	Servicing and 10 replacements
Combined Drainage Kerbs	£162.82	Unit Cost A + interest adjustment for inflation*	Linear m	1 Replacement and cyclic cleansing
Structures	Add value where required	Unit Cost A + interest adjustment for inflation	-	See ADEPT guidance
Bespoke	Add value where required	Unit Cost A + interest adjustment for inflation	-	

1 Details

- 1.1 Commuted sums as per the table are payable prior to the issue of the Second Certificate of Completion
- 1.2 If the Second Certificate of Completion is issued within 2 years of the date of this Agreement, then unit cost A will be payable for any applicable items within the schedule.
- 1.3 If the Second Certificate of Completion is issued after 2 years of the date of this Agreement then unit cost B will be payable for any applicable items within the schedule.
- 1.4 Unit cost B allows an annual compound interest rate to be applied to cost A to make an allowance for inflation and will only be applicable in the instance that issue of the Second Certificate of Completion is after 2 years from the date of this Agreement.
- 1.5 The form of the interest rate, applied after 2 years, can be selected by the Developer and 'locked in' via the agreement, as either a fixed rate or a rate

based on the Construction Output Price Indices for All Construction and the Developer's election is set out in clause 20.1.1.

1.6 If the interest rate used to calculate cost B is to be fixed, an interest rate of 4% calculated on a compound annual basis shall be applied to unit cost A for the period from the date of 2 years after the agreement until the date of payment

1.7 If the interest to calculate unit cost B is to be based on the Construction Output Price Indices (OPI) for All Construction, an average OPI

1.8 rate for each financial year will be calculated by the County Council based on the Construction Output Price Indices for All Construction indices published by the Office for National Statistics. The interest rate calculated for each financial year will be applied to unit Cost A for any subsequent corresponding years. Where there is no calculated average for the current financial year, the previous annual average rate will be applicable.

1.9 In the event that the average OPI rate for each financial Construction Output Price Indices (OPI) for All Construction, for any given financial year is negative (i.e. shrinks) no interest will be applicable and rates will revert back to unit cost A.

1.10 To calculate unit cost B (interest charged after 2 years) the County Council will use the following formula

1.10.1 the Base Date Index (B) is the index at the base date.

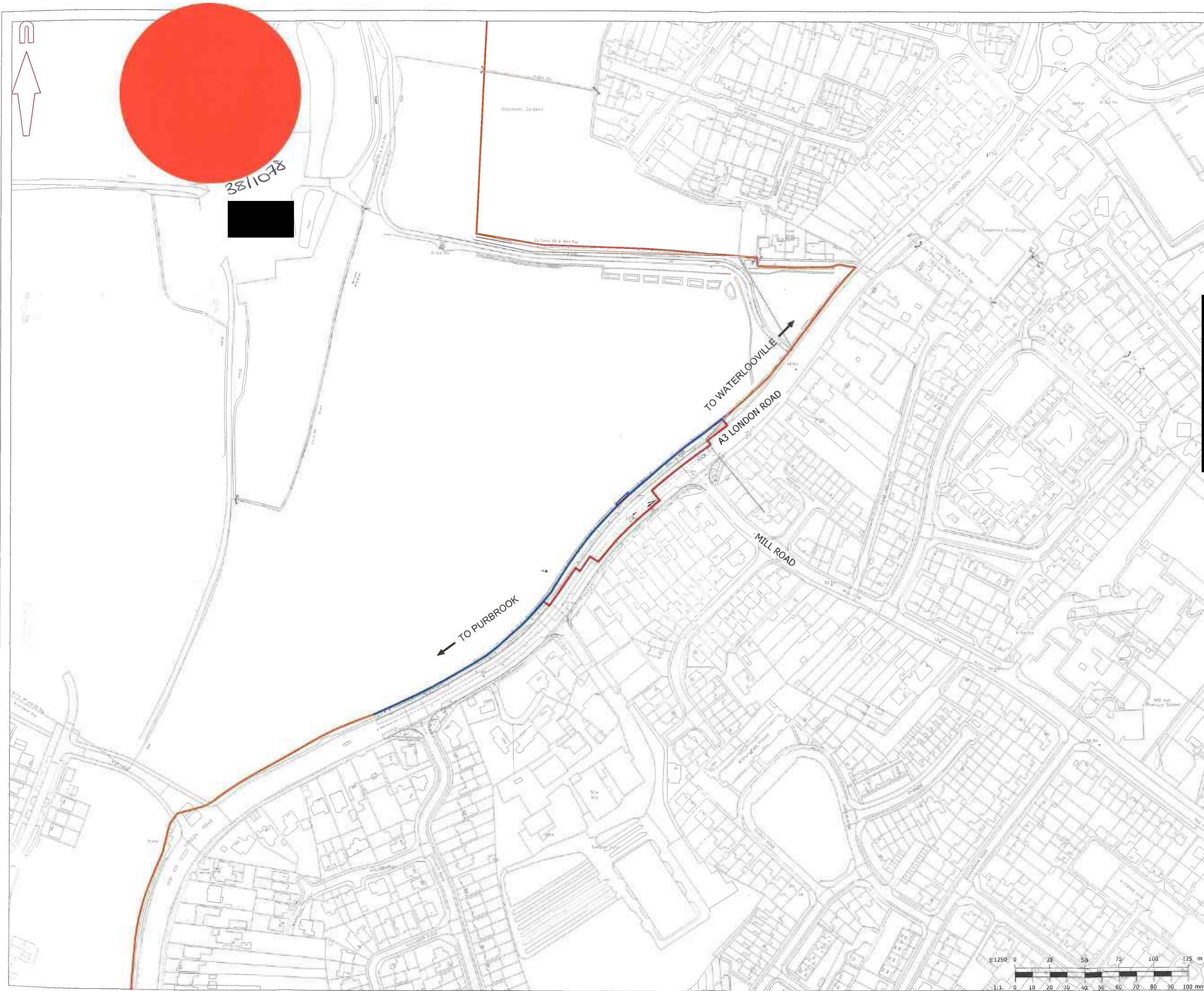
1.10.2 the Latest Index (L) is the index at the anniversary of the base date.

1.10.3 the Price Adjustment Factor is $(L - B)/B$ for the index linked to it. the index used to calculate the Price Adjustment Factor is the Construction Output Price Indices for All Construction (OPI) published by The Office of National Statistics

1.10.4 the Base Date for indices is January (The final index figures for this month shall be used)

Appendix 1

The Land



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A1 ORIGINAL

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KEY	
—	DEVELOPER BOUNDARY
—	SITE BOUNDARY
—	DEVELOPER BOUNDARY (within scheme extent)

BEREWOOD
HAMPSHIRE

FOR CONSTRUCTION

RHA 08/03/2022

checked date



Mayer Brown Limited, Lion House
Oriental Road, Woking, Surrey GU22 8AR
Telephone 01483 750 508 Fax 01483 750 437
wokingoffice@mayerbrown.co.uk www.mayerbrown.co.uk

client **grainger plc**

project **BEREWOOD, WATERLOOVILLE
PHASE 8. CONSTRUCTION ACCESS**

scale 1:1250 drawn by KDB checked by RHA

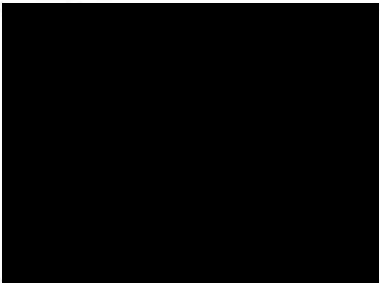
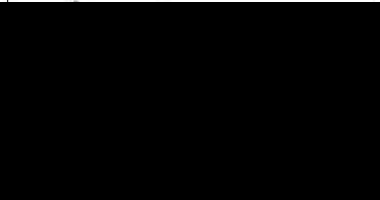
date DECEMBER 2019 cad file GA_102.dwg

title **LOCATION PLAN**

drawing number **GTWVILLE_P8/GA/102** rev. **A**

Appendix 2

The Drawings

rev.	amendment	checked	date
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client	• trading in business since 1912		
grainger plc			
project			
BEREWOOD, WATERLOOVILLE PHASE 8. CONSTRUCTION ACCESS			
scale	1:250	drawn by	KDB
		checked by	RHA
date	SEPTEMBER 2022	cad file	GA_103.dwg
title			
GENERAL ARRANGEMENT			
drawing number			rev.
GTWVILLE_P8/GA/103			G



INDICATIVE TRAFFIC ISLAND SOLAR
TRAFFIC SIGNS 610.

LOCATION TO BE AGREED WITH HCC
PRIOR TO RE-INSTATEMENT WORKS.

LONDON ROAD (A3)