DATED 17 JANUARY 2020

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

and

(2) HAMPSHIRE COUNTY COUNCIL

and

(3) MELANIE JEAN FLINT

and

(4) STEVEN WALTER HAMILTON MASON

and

(5) TIMOTHY NELSON MASON

and

(6) MELANIE JEAN FLINT, STEVEN WALTER HAMILTON MASON and TIMOTHY NELSON MASON

and

(7) BDW TRADING LIMITED

AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to land at Forty Acre Farm, Havant Road, Bedhampton

Ref: RB/012403

THIS AGREEMENT is made on 17 JANUARY 2020

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant PO9 2AX **(Council)**;

2. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ **(County Council)**;

3. **MELANIE JEAN FLINT** of Lone Barn, Catherington, Waterlooville, PO8 0SF **(First Owner);**

4. **STEVEN WALTER HAMILTON MASON** of South Holt Farm, Dean Lane End, Rowland's Castle, PO9 6EL **(Second Owner);**

5. **TIMOTHY NELSON MASON** of South Holt Farm, Dean Lane End, Rowland's Castle, PO9 6EL **(Third Owner);**

6. **MELANIE JEAN FLINT** of Lone Barn, Catherington, Waterlooville, PO8 0SF, **STEVEN WALTER HAMILTON MASON & TIMOTHY NELSON MASON** of South Holt Farm, Dean Lane End, Rowland's Castle, PO9 6EL **(Fourth Owner);** and

7. **BDW TRADING LIMITED** incorporated and registered in England and Wales with company number 03018173 whose registered office is at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF **(Developer).**

BACKGROUND

(A) For the purposes of the Act, the Council and the County Council are the local planning authorities for the area within which the Land is situated.

(B) The County Council is also the Local Highway Authority for Hampshire (save for trunk roads and special roads) and the Transport Authority for Hampshire for the purpose of the Transport Act 1985 and 2000.

(C) The First Owner is the freehold owner of the land registered under title number HP395665.

(D) The Second Owner is the freehold owner of the land registered under title number HP395666.

(E) The Third Owner is the freehold owner of the land registered under title number HP395664.

(F) The Fourth Owner is the freehold owner of the land registered under title number HP278284 and HP510153 and together the First Owner, Second Owner, Third Owner and Fourth Owner are the freehold owners of the whole of the Land.

(G) The Developer is the beneficiary of unilateral notices registered under title numbers HP395664, HP395665, HP395666, HP278284 and HP510153 in respect of an option to purchase agreement dated 23 June 2016 made between the Developer and the Owners for the Land.

(H) The Developer has submitted the Application to the Council for permission to develop the Land in accordance with the Planning Permission.

(I) The Owners and the Developer enter into this Agreement in anticipation of the grant of Planning Permission being made subject to the Owners and the Developer having entered into this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.

(J) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council and the County Council against the Owners and the Developer and their successors in title

The parties agree as follows

1 DEFINITIONS

From the date of this Agreement unless the context otherwise requires, the following definitions apply to this Agreement and Background:

"Act"	the Town and Country Planning Act 1990
"Affordable Dwellings"	means 96 Dwellings to be constructed on the Land to be provided as units of Affordable Housing as part of the Development and in accordance with the Affordable Housing Mix and the Affordable Housing Plan and any reference to "Affordable Dwelling" will be interpreted accordingly
"Affordable Housing"	means Dwellings that: (a) meets the needs of Eligible Persons including availability at a cost low enough for them to afford determined with regard to the local incomes local house prices and local rents, and (b) includes provisions for the housing to remain at an affordable cost for future Eligible Persons
"Affordable Housing Land"	means that part of the Land upon which the Affordable Dwellings will be built
"Affordable Housing Mix"	means the mix of Affordable Dwellings, in terms of the number, size and tenure and set out at paragraph 1 of Schedule 1 or such other number, size and tenure as agreed in writing with the Council
"Affordable Housing Plan"	means the plan titled "affordable housing plan" with drawing number PL09 Rev N identifying the siting of the Affordable Dwellings at Appendix 2 to this Agreement or such alternative plan as may be agreed in writing with the Council
"Affordable Housing Provider"	means either one or a combination of: (a) a body registered as a provider of social housing with the Regulator of Social Housing under Part 2 of the Housing and Regeneration Act 2008 or such other

	class of body approved by the Council as may be constituted under any legislation replacing that provision; or (b) such other body eligible to receive grant monies from the Council or Homes England and able lawfully to own or manage housing for Eligible Persons and approved by the Council; or (c) any company or organisation specialising in the delivery of Affordable Housing and approved by the Council
"Affordable Rent"	means rent inclusive of service charge which does not exceed: a) 80% of the local gross open market rent; and b) the local housing allowance rates, unless otherwise agreed in writing with the Council; and shall only be increased annually in accordance with arrangements made for such rent increases established by Homes England
"Affordable Rented Dwellings"	means any Affordable Dwellings let on a fixed term tenancy agreement at an Affordable Rent
"Agreement"	this deed of Agreement
"Allotment"	means an allotment garden as defined in section 22 of the Allotments Act 1922 but which is for the avoidance of doubt not a statutory allotment
"Allotment Land"	means the area of land having an area of approximately 1031 sqm for the provision of Allotments, access thereto and parking provision and shown marked "8" on the Landscape Master Plan which shall be formed in accordance with the Planning Permission
"Application"	the application submitted by the Developer to the Council for planning permission to carry out the Development and given the Council's reference number APP/18/00450
"Bond"	means a bond issued by a Surety in the form annexed at Appendix 6 to this Agreement (or such other form as the Council shall approve) for the Bond Amount
"Bond Amount"	means 10% of the open book construction costs for the SuDs as approved in accordance with Schedule 2
"Care Home Development"	means that part of the Land which shall comprise the 66 bed care home and shown marked "Care Home Development Site" on the Affordable Housing Plan

"Cash Deposit"	means a lump sum payment in cash of a sum being 10% of the open book construction costs for the SuDs as approved in accordance with Schedule 2
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is begun other than (for the purposes of this Agreement and for no other purpose) operations consisting of, site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, and "Commence" and similar expressions shall be construed accordingly
"Common Parts"	means the parts of the Land which are intended to benefit the occupiers of the Dwellings as a whole or to enhance their occupation and shall without prejudice to the generality thereof includes the Permissive Paths, communal parking areas, street lighting and street furniture but excluding (a) a Dwelling or the curtilage of a Dwelling, (b) internal communal areas forming part of any residential block of flats, such as stairwells, lifts, lighting etc; and (c) the Care Home Development
"Community Orchard"	means approximately 17.09 square metres forming part of the Land to be laid out and intended for use as a community orchard for the planting of fruit and nut trees in accordance with the details approved in writing by the Council and shown marked "9" on the Landscape Master Plan
"Community Project Worker Contribution"	means the sum of £80,000 as a contribution towards the provision of a suitably qualified and experienced person employed by the Council to assist in the establishment of a successful and cohesive local community within the Development and to promote integration with existing communities in the vicinity of the Development
"Completion Certificate Standard"	means in the case of the highway works as described at paragraph 2 of Schedule 5 completion to the full satisfaction of the County Council as evidenced by the issue of a certificate of completion by the County Council pursuant to a related Section 278 Agreement
"Contributions"	means all of the following (a) Community Project Worker Contribution, (b) Health Contribution, (c) Monitoring Fee

(d) Park and Stride Contribution;
(e) Rusty Cutter Roundabout Contribution;
(f) School Travel Contribution;
(g) SRMS Contribution;
(h) Travel Plan Cash Deposit;
(i) Travel Plan Approval Fee;
(j) Travel Plan Monitoring Fee;
(k) TRO Contribution; and
(l) Wintering Bird Mitigation Area Funding

"CPI" means the consumer prices index published by the Office of National Statistics

"Development" the erection of 320 Dwellings, a 66-bed care home together with the provision of Open Space Land, Allotment Land, Wintering Bird Mitigation Area and the creation of two new access points following the closure of the existing access and the demolition of existing buildings and associated infrastructure works in accordance with the Planning Permission

"Director" the Director of Economy Transport and Environment at the County Council or his appointed representative for the time being or successor

"Disposal" in relation to each Dwelling means:

(a) the first Occupation by anyone permitted or suffered to Occupy the Dwelling whether by

I. a person who has acquired or has contracted to acquire any of the estates further defined in this definition at (b) (c) and (d) below in the Dwelling; or

II. who otherwise Occupies the Dwelling.

(b) the creation of a legal term of years in respect of the Dwelling; or
(c) the transfer of a freehold interest in respect of the Dwelling; or
(d) the creation of a freehold interest in the Dwelling by constituting the Dwelling as commonhold land for the purposes of the Commonhold and Leasehold Reform Act 2002; and/or whichever shall first occur.

and "Dispose" and "Disposed of" shall be construed accordingly

"Dwelling" means a self-contained unit of residential accommodation (including houses, flats and maisonettes) constructed on the Land pursuant to the Planning Permission and "Dwellings" shall be construed accordingly

"Eligible Persons"	means persons with a Local Connection who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Council and the expression "Eligible Person" shall be construed accordingly
"Expert"	means an independent and suitable person holding appropriate professional qualifications and of at least 10 years' post qualification experience in the area of expertise relevant to the dispute and appointed in accordance with the provisions of clause 12 to determine a dispute
"First Phase Open Space Land"	means that part of the Land shown edged red on the Landscape Master Plan
"Health Contribution"	means the sum of £55,600 payable to the Council as a contribution towards increasing the capacity of existing health care facilities being The Portsdown Group Practice The Bosmere Medical Practice and Homewell Curlew Practice or such other health care facilities in the vicinity of the Land to accommodate the increased demand for such services as a result of the Development
"Help to Buy Agent"	means the body nominated by the Homes England 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
"Highway Works Agreement"	means an agreement made under section 278 and/or section 38 of the Highways Act 1980 to secure highway works as detailed at paragraph 2 of Schedule 5
"Homes England"	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 or any such successor body or organisation and including the Regulator of Social Housing where the context so requires
"Index"	means either: (a) CPI in respect of all financial obligations payable to the Council (except for the SRMS Contribution where RPI shall apply); or (b) RPI in respect of all financial obligations payable to the County Council and the Wintering Bird Mitigation Area Funding and where no index is specified CPI shall apply

"Index Linked"	means increased in accordance with the following formula: Amount payable = the payment specified in this deed x (A/B) where A = the last figure published for the Index that applied immediately preceding the date that payment was due or, if earlier, the date that the relevant payment was paid. B = the last figure published for the Index that applied immediately prior to the date of this Agreement
"Interest"	means interest at 4% above the base lending rate of the Barclays Bank PLC from time to time
"Land"	means the freehold property known as land at Forty Acre Farm, Havant Road, shown edged red on the Plan and registered at the Land Registry with title numbers HP395664, HP395665, HP395666, HP278284 and HP510153
"Land Trust"	means the Land Restoration Trust (company registration number 5077263 and registered charity number 1138337) whose registered address is at 7 Birchwood One, Dewhurst Road, Birchwood, Warrington, Cheshire WA3 7GB
"Landscape Master Plan"	means the plan titled 'Landscape Colour Masterplan' with drawing number D2434L.101 Revision 12 at Appendix 3 to this Agreement
"LAP"	means the local area of play to be provided as part of the Development having an area of approximately 635 sqm and shown marked "5" on the Landscape Master Plan to be provided in accordance with the details approved in writing by the Council
"Local Connection"	means a connection to the administrative area of the Council by virtue of: (a) existing or previous residence; (b) employment; (c) close family links through parents, siblings or offspring; or (d) any other connection as agreed with the Affordable Housing Provider and the Council.
"Low Cost Home Ownership Dwellings"	means Help to Buy products as defined by Homes England including Shared Ownership Dwellings
"Management Agreement"	means an agreement made between the Owners and the Management Company setting out the terms of appointment of the Management Company with respect to the Development, including the Management Company's

responsibilities in implementing and performing the obligations as contained within the Management Plan

"Management Body" the body responsible for the ongoing management and maintenance of the Wintering Bird Mitigation Area following implementation of the Wintering Bird Mitigation Area Creation Strategy, to be determined in accordance with paragraph 4 of the Schedule 7

"Management Company" means a company limited by guarantee or by shares and established or appointed in accordance with the provisions of Schedule 2 to be charged with implementing and performing the obligations as contained within the Management Plan

"Management Plan" means a plan for the maintenance and management of all of the following:

(a) the Allotment Land
(b) the Common Parts;
(c) the Community Orchard
(d) the LAP;
(e) the Open Space Land; and
(f) the SuDs

for the lifetime of the Development including details of how the costs of maintenance and management shall be met by owner-occupiers of the Dwellings to be proposed by the Owners and approved by the Council in accordance with the provisions of Schedule 2 and includes any variation to the approved Management Plan as may be agreed in writing between the Owners and the Council from time to time

"Monitoring Fee" means the sum of £10,000 as a contribution towards the costs incurred by the Council in the provision of a suitably qualified and experienced person whose function is to monitor, coordinate and enforce the obligations contained within this Agreement

"Occupation" means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" shall be similarly construed

"Open Market Dwellings" means Dwellings which are not Affordable Dwellings

"Open Space Land" means the public open space land and amenity spaces (but excluding the Allotment Land, Community Orchard and LAP) provided as part of the Development having an area of approximately 22 acres and shown coloured green on drawing number PL19 at Appendix 4 to this Agreement

"Owners"	means the First Owner, the Second Owner, the Third Owner and the Fourth Owner together
"Park and Stride Contribution"	means the sum of £2,000 as a contribution towards the provision of promotional material for the Park and Stride sites in the Borough of Havant
"Permissive Paths"	means any unadopted road, footpath, footway or other means of access constructed on the Land to serve the Development and the public
"Plan"	means the plan titled "site location plan" with drawing number PL01 attached at Appendix 1 to this Agreement
"Planning Permission"	means the planning permission that may be granted in pursuance of the Application
"Practical Completion"	means the issue of a certificate of practical completion of the Dwellings by the Owners' architect or in the event that the Dwellings are constructed by a party other than the Owners the issue of a certificate of practical completion by that other party's architect
"RPI"	means the retail price index published by the Office of National Statistics
"Rusty Cutter Roundabout Contribution"	means the sum of £954,176 as a contribution towards the southern walking and cycling route around the Rusty Cutter roundabout as detailed in drawing number 041-0023-024 at Appendix 5 to this Agreement such sum to be provided in lieu of actual works to be carried out in pursuance of a section 278 Highway Works Agreement
"Shared Ownership Dwellings"	means Affordable Housing leased to Eligible Persons who purchase a percentage of the equity of the Affordable Dwelling and pay a rent in relation to the share of the equity retained by the Affordable Housing Provider
"Shared Use Path"	means the shared cycle and pedestrian route shown on the Landscape Master Plan with a dotted blue line and marked '11'
"Solent Recreation Mitigation Partnership"	means the partnership of local planning authorities bordering the Solent formed to develop the Solent Recreation Mitigation Strategy
"Solent Recreation Mitigation Strategy (SRMS)"	means the framework to mitigate potential impacts on the Solent Special Protection Area from increased visitor pressure arising from housebuilding adopted by the Solent Recreation Mitigation Partnership in December 2017
"Solent Special Protection	means the Special Protection Areas (designated under the

Areas"	Wildlife and Countryside Act 1981) in the Solent covered by the Solent Recreation Mitigation Strategy
"SRMS Contribution"	means the sum of £200,519.55 payable to the Council as a contribution towards measures to mitigate against the impact of the Development to the Solent Special Protection Areas in accordance with the Solent Recreation Mitigation Strategy
"SuDs"	means a sustainable drainage system for the Development in accordance with the specification agreed in writing by the Council
"Surety"	means a bank or other financial institution as may be nominated by the Owners and approved by the Council for the Bond
"School Travel Contribution"	means the sum of £217,350 as a contribution towards the provision by the County Council of free school travel from the Land to Bidbury Infant School and Bidbury Junior School for the school pupils who Occupy the Land during the construction period of the Rusty Cutter Southern route and ending no later than 31 March 2023
"TCF Bid"	means the bid submitted by the County Council to Her Majesty's Government entitled the Transforming Cities Fund Bid the outcome of which is expected to be announced in or around February 2020
"Travel Plan"	means the travel plan dated January 2019 approved by the County Council and attached at Appendix 7 to this Agreement
"Travel Plan Cash Deposit"	means a cash deposit in the sum of £63,505.00 being the sum of the cost of implementation and compliance with the targets/measures of the Travel Plan (as estimated by the County Council) plus 10% thereof
"Travel Plan Approval Fee"	means the sum of £1,500 payable by the Owners to the County Council towards the costs incurred or to be incurred by the County Council in approving the Travel Plan
"Travel Plan Co-Ordinator"	means the travel plan co-ordinator to be appointed pursuant to paragraph 1.3 of Schedule 3 of this Agreement
"Travel Plan Monitoring Fee"	means the sum of £15,000 payable by the Owners to the County Council towards the costs to be incurred by the County Council in monitoring compliance with the Travel Plan
"TRO"	means a traffic regulation order made pursuant to the Road Traffic Regulation Act 1984

"TRO Contribution"	means the sum of £5000 payable to the Council to be applied towards the implementation (which reference shall include all connected administration, supervision and the carrying out) of a road traffic regulation order(s) imposing parking restrictions on Westways and other adjoining roads and the immediate vicinity as necessary to allow the safe operation of the local highway network.
"Wintering Bird Mitigation Area"	means that part of the Land to be provided as a refuge area for wintering birds and having an area of approximately 39,684 sqm to mitigate against the impact of the Development against Brent Geese and Waders shown marked "10" and labelled "brent goose mitigation land" on the Landscape Master Plan or such alternative area of the Land as may otherwise be agreed in writing with the Council prior to Commencement of Development
"Wintering Bird Mitigation Area Funding"	the sum of £292,000 (two hundred and ninety two thousand pounds) to be paid to the Management Body and used towards measures and initiatives to monitor, maintain and protect the Wintering Bird Mitigation Area in perpetuity which may include the following: (a) creation of grassland for foraging winter birds; (b) management of grassland for foraging winter birds; (c) management of hedgerow on 3-year rotation; (d) maintenance of fencing including replacement as required; (e) management of scrapes; and (f) otherwise to enable the Management Body to comply with its obligations under this Agreement SAVE THAT where the Management Body is the Land Trust, nothing in this Agreement shall restrict the Land Trust from using any interest or income or capital growth earned or created by the investment of the Wintering Bird Area Funding in furtherance of its charitable objects at its discretion
"Wintering Bird Mitigation Area Management Plan"	means a plan for the maintenance, management and monitoring of the Wintering Bird Mitigation Area including details of how the cost of maintenance and management are to be met in perpetuity to include the Wintering Bird Mitigation Area Funding and how any additional costs will be met by owner-occupiers of the Dwellings and includes any variation to the approved Wintering Bird Mitigation Area Management Plan as may be agreed in writing between the Owner of the Wintering Bird Mitigation Area and the Council from time to time;
"Wintering Bird Mitigation Area Creation Strategy "	a strategy detailing the scheme of works to lay out and create the Wintering Bird Mitigation Area as a wet

grassland and shall include the following:

(a) the creation of grassland
(b) improvement works to existing grassland
(c) installation of decoys to attract geese
(d) creation of wader scapes
(e) installation of fencing and visual screening along the boundary of the Wintering Bird Mitigation Area to prevent public access

in accordance with the details approved in writing by the Council

"Working Day" a day other than a Saturday or Sunday or public holiday in England

2 INTERPRETATION

2.1 The clause and paragraph headings in this Agreement are for reference only and do not affect its construction or interpretation.

2.2 References to clauses and Schedules are to the clauses and Schedules of this Agreement, unless stated otherwise.

2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.

2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.

2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.

2.7 References to the Land include any part of it.

2.8 References to any party in this Agreement include the successors in title of that party and any references to the Council and County Council include any successor local planning authority exercising planning powers under the Act and any successor Local Highway Authority.

2.9 References to "including" mean "including, without limitation".

2.10 Any covenant by the Owners and the Developer not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2.11 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.

2.12 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.

2.13 Whenever this Agreement requires the agreement approval confirmation or consent of the parties such approval or consent is not to be unreasonably withheld or delayed and the parties shall take a reasonable approach.

3 STATUTORY PROVISIONS

3.1 This Agreement is made by deed pursuant to sections 106 of the Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.

3.2 To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of those sections of the Act and are enforceable by the Council and the County Council.

3.3 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 section 1 of the Localism Act 2011 and all other enabling powers.

3.4 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council or the County Council of any of its statutory powers, functions or discretions in relation to the Land or otherwise.

4 COMMENCEMENT OF AGREEMENT

This Agreement shall have effect from the date hereof.

5 OWNERS AND DEVELOPER COVENANTS

The Owners and the Developer covenant with the Council and the County Council to comply, observe and perform the obligations as set out in this Agreement.

6 COUNCIL COVENANTS

6.1 The Council covenants to use the Contributions received under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the Council shall agree.

6.2 The Council covenants that in the event that the Council has not expended or committed for expenditure the Contributions received in accordance with the provisions of this Agreement (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten (10) years of the date of receipt by the Council of such payment (save for the Bond which shall be repaid in accordance with the provisions on paragraph 2 of Schedule 2) the Council shall refund any unspent or unexpended Contribution to the payer of the same promptly together with any interest at the base rate for Barclays Bank Plc for the period from the date of payment to the date of the refund.

7 COUNTY COUNCIL OBLIGATIONS

7.1 The County Council covenants to use the Contributions received under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the County Council shall agree.

7.2 The County Council covenants that in the event that the County Council has not expended or committed for expenditure the Contributions received in accordance with the provisions of this Agreement (and money shall be deemed to be expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten (10) years of the date of receipt by the County Council of such payment (save for the Travel Plan Cash Deposit which shall be repaid in accordance with the provisions of clause 7.3) the Council shall refund any unspent or unexpended Contribution to the payer of the same promptly together with any interest at the base rate for Barclays Bank Plc for the period from the date of payment to the date of the refund

7.3 On the expiry of five years following the first Occupation of a Dwelling on the Land the County Council shall return to the Owners the full or remaining balance of the Travel Plan Cash Deposit

7.4 Within 28 days of the completion of the works described at paragraph 2.4 of Schedule 5 to Completion Certificate Standard (or 31 March 2023 if the TCF Bid is unsuccessful) the County Council shall return to the Owners any part of the School Travel Contribution which remains unspent

8 REGISTRATION

This Agreement shall be registered by the Council as a Local Land Charge in the Register of Local Land Charges maintained by the Council

9 RELEASE

9.1 No party shall be liable for any breach of covenant, restriction or obligation contained in this Agreement after parting with all their interest in the Land except in respect of any breach on their part subsisting prior to parting with such interest save for a breach of any planning obligation securing the payment of the Contributions where the Developer shall continue to remain liable after parting with all its interest in the Land.

9.2 Except for Schedule 1 regulating the use of the Affordable Dwellings and those planning obligations which restrict Occupation of the Dwellings no planning obligations contained in this Agreement shall be binding on any land held by an Affordable Housing Provider for the provision of Affordable Housing or any freehold or leasehold owners or occupiers of individual Dwellings constructed pursuant to the Planning Permission (or their respective mortgagees) or their successors in title

9.3 No planning obligations contained in this Agreement shall be binding on any land held by any of the statutory undertakers for their operational purposes

10 NOTICES

10.1 The Owners and the Developer agree to give the Council and the County Council written notice within 10 Working Days of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged and such notice shall give details of the transferee's full name and

10.1.1 registered office where the transferee Owner is a company

10.1.2 usual address where the transferee is not a company

together with details of the area of the Land or unit of occupation transferred by reference to a plan.

10.2 Any notice, demand or any other communication to be given under or in connection with this Agreement shall be in writing and will be effective only if delivered by hand or sent by recorded delivery to the party due to receive the notice, demand or communication.

10.3 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service and in the case of service upon the Council and the County Council shall be marked for the attention of the Head of Legal.

10.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:

10.4.1 if delivered by hand, at the time of delivery; or

10.4.2 if sent by recorded delivery, at the time delivery was signed for.

10.5 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.

10.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

11 COSTS OF THIS AGREEMENT

Upon completion of this Agreement the Owners shall pay to the Council and the County Council their reasonable and proper legal costs, in connection with the preparation, negotiation and completion of this Agreement together with the County Council's development control costs of £5,000.

12 DETERMINATION OF DISPUTES

12.1 Subject to clause 12.6, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other not less than ten Working Days' written notice requiring the dispute to be determined under this clause 12. The notice shall propose an appropriate Expert and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

12.2 Any dispute over the appointment of the Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power, with the right to take such further advice as he may require, to determine the appropriate Expert and to arrange his nomination.

12.3 The Expert shall act as an independent expert and:

12.3.1 each party may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;

12.3.2 each party shall have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;

12.3.3 the Expert shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;

12.3.4 the Expert shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;

12.3.5 the Expert shall have regard to all representations and evidence before him when making his decision, which shall be in writing, and shall give reasons for his decision; and

12.3.6 the Expert shall use all reasonable endeavours to publish his decision within thirty Working Days' of his appointment.

12.4 Responsibility for the costs of referring a dispute to an Expert under this clause 12, including costs connected with the appointment of the Expert and the Expert's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Expert.

12.5 This clause 12 does not apply to disputes touching or concerning the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

12.6 The provisions of this clause 12 shall not affect the ability of the Council to apply for and be granted declamatory relief injunction specific performance payment of any sum damages or any other means of enforcing this Agreement and consequential and interim orders and relief.

13 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not made for the benefit of nor shall any of its provisions be enforceable by any person other than the parties to his Agreement and their successors in title.

14 INDEXATION

14.1 All Contributions payable pursuant to this Agreement shall be Index Linked.

14.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council or the County Council (as appropriate) shall advise the Owners in writing.

15 SATISIFACTION OF OBLIGATIONS

The Council will on written request from the Owners use reasonable endeavours to certify within 15 (fifteen) Working Days whether or not an obligation under this Agreement has been satisfied.

16 INTEREST

If any Contribution due under this Agreement is paid late Interest will be payable from the date payment is due until the date of payment.

17 VAT

The parties to this Agreement acknowledge and agree the Contributions in this Agreement are not subject to VAT and no VAT should be charged or recoverable in addition to the amount of the Contributions specified in the Agreement.

18 WAIVER

No failure or delay by the Council or County Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver (whether express or implied) for any breach or default by the Owners in performing or observing any of the covenants, restrictions or obligation contained in this Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19 TERMINATION

19.1 The obligations in this Agreement (with the exception of clause 11) shall cease to have effect if before the Commencement of Development, the Planning Permission

19.1.1 expires;

19.1.2 is varied or revoked other than at the request of the Owners; or

19.1.3 is quashed following a successful legal challenge.

20 FUTURE PERMISSIONS

20.1 Subject to clause 20.2, nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

20.2 This Agreement shall apply to any planning permission subsequently granted under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission (a "Subsequent Permission") and the Planning Permission shall be construed to include the development as stated in the Subsequent Permission unless otherwise required by the Council or the circumstances in clause 19.1.2 arise.

21 JURISDICTION

21.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.

21.2 The Courts of England shall have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document.

SCHEDULE 1

Affordable Housing

The Owners and the Developer covenant with the Council as follows:

1. AFFORDABLE HOUSING MIX

1.1 To provide the Affordable Dwellings as part of the Development in accordance with the Affordable Housing Mix and the Affordable Housing Plan.

1.2 That the Affordable Housing Mix shall consist of:

1.2.1 67 Affordable Rented Dwellings; and

1.2.2 29 Shared Ownership Dwellings; or

1.2.3 such other mix of type, tenure and numbers as may be agreed in writing with the Council at its absolute discretion

2. PROVISION OF AFFORDABLE DWELLINGS

2.1 Not to Dispose nor permit Disposal of any Open Market Dwellings until a contract for the sale of the Affordable Housing Land has been entered into with an Affordable Housing Provider.

2.2 Not to Dispose nor permit Disposal of more than 179 Open Market Dwellings until the Affordable Housing Land has been transferred (by either a transfer or transfers of the freehold interest or long leasehold interest with a term of not less than 125 years) to an Affordable Housing Provider.

2.3 Not to Dispose nor permit Disposal of more than 200 Open Market Dwellings until all the Affordable Dwellings have been constructed and are ready for Occupation.

3. OCCUPATION OF AFFORDABLE DWELLINGS

3.1 Subject to the provisions of this Agreement not to:

3.1.1 allow or permit Occupation of any Affordable Dwellings for any purpose other than as Affordable Housing for Occupation by Eligible Persons

3.1.2 let or transfer any Low Cost Home Ownership Dwellings to persons other than persons nominated by the Help to Buy Agent; or

3.1.3 let any Affordable Rented Dwellings to persons other than persons nominated by the Council.

3.2 That the deed of transfer or lease (as applicable) to the Affordable Housing Provider of the Affordable Dwellings and/or the Affordable Housing Land shall contain the following (or such other alternative provisions as the Council may agree in writing):

3.2.1 a covenant not to use the Affordable Dwellings otherwise than for the provision of Affordable Housing, and

3.2.2 a covenant not to Dispose of any of the Affordable Dwellings other than for the purpose of providing Affordable Housing to Eligible Persons; and

3.2.3 a covenant requiring the Affordable Housing Provider to enter into an agreement with the Council granting the Council the right to nominate 100% of the Occupiers of the Affordable Rented Dwellings when initially let and all subsequent true voids

PROVIDED THAT such covenants (or such alternative provisions agreed by the Council in writing) shall be subject always to the provisions of this Agreement

4. 100% EQUITY SHARE

4.1 The provisions in paragraph 3 of Schedule 1 shall cease to have effect and shall cease to be enforceable in respect of:

4.1.1 any Affordable Dwelling where a leaseholder of that Affordable Dwelling held under Low Cost Home Ownership has purchased 100% of the equity in the relevant Affordable Dwelling; or

4.1.2 in respect of any Affordable Dwelling where the occupier has exercised a statutory right to buy or a right to acquire in respect of such Affordable Dwelling

and for the avoidance of doubt such provisions shall cease to be enforceable against any mortgagee or chargee of such leaseholders or occupiers and any person deriving title from them of any successor in title thereto together with their respective mortgagees and chargees.

5. CHARGEE IN POSSESSION

5.1 For the purpose of this paragraph Chargee means:

- any mortgagee or chargee;
- any receiver, administrative receiver or administrator appointed under the Law of Property Act 1925;
- any housing administrator appointed under the Housing and Planning Act 2016; or
- any other person appointed under any security document to enable a Chargee to realise its security

of the Affordable Housing Provider and the whole or any one or more of the Affordable Dwellings.

5.2 The provisions of this Agreement relating to Affordable Dwellings shall not be binding on a Chargee (or any person or bodies deriving title through such Chargee) PROVIDED THAT the Chargee will have first:

5.2.1 given written notice to the Council of its intention to exercise its powers of sale to Dispose of any of the Affordable Dwellings ("Notice"); and

5.2.2 used reasonable endeavours over a period of three months from the date the Notice is served to complete a Disposal of the relevant Affordable Dwelling(s) to either:

- another Affordable Housing Provider; or

- to the Council.

5.3 Any Disposal referred to in paragraph 5.2.2 shall be for a consideration not less than the amount properly due and outstanding under the terms of the Chargee's relevant security documentation. This sum shall include all accrued principal monies, interest and the Chargee's reasonable costs and expenses.

5.4 In the event that a Disposal referred to in paragraph 5.2 shall not have been completed within the period of three months referred to in paragraph 5.2.2, the Chargee will be entitled to Dispose of the relevant Affordable Dwelling(s) free from the provisions of this Agreement relating to Affordable Housing which shall determine absolutely in respect of the relevant Affordable Dwelling(s).

5.5 For the avoidance of doubt in respect of the relevant Affordable Dwelling(s) Disposed of in accordance with paragraph 5.4 above the purchaser (or any person deriving title from them or any successor in title thereto together with their respective mortgagees and chargees) shall not be subject to the obligations of this Schedule 1 to this Agreement.

SCHEDULE 2

MANAGEMENT COMPANY AND MANAGEMENT PLAN

The Owners and the Developer (and the Council where relevant) covenant as follows

1.1 Save where the intention is for the Management Company to comprise the Land Trust, not later than six months from Commencement of Development the Owners shall take all necessary steps to secure the formation and registration of the Management Company at Companies House (taking into account any modifications reasonably required by the Council) and to notify the Council accordingly within 14 days of the completion of the registration of the Company

1.2 To secure the proper maintenance of the Allotment Land, Common Parts, Open Space Land, LAP, and SuDs to the reasonable satisfaction of the Council until such time as

1.2.1 the Management Company is registered or appointed pursuant to paragraph 1.1 hereof and the Management Plan has been approved by the Council; and

1.2.2 the maintenance arrangements for the Allotment Land, Common Parts, Open Space Land, LAP, and SuDs in accordance with the Management Plan have been implemented, and

1.2.3 the transfer of the freehold interest or the granting of a long leasehold interest of the Allotment Land, Common Parts, Open Space Land, LAP and SuDs to the Management Company is completed; or

1.2.4 the transfer of the freehold interest or the granting of a long leasehold interest of Allotment Land, Common Parts, Open Space Land, LAP, is completed, and the SuDs is adopted by a statutory undertaker.

1.3 Save where the Management Company pursuant to paragraph 1.1 hereof is the Land Trust, if the Management Company ceases to exist as a company or if the Management Company at any time defaults in the performance of any of its covenants or obligations on its part as contained in the Management Plan and/or Management Agreement then the Owners shall (without prejudice to any other right or remedy of the Owners against the Management Company or any other person) perform the said covenants and obligations until the appointment by the Owners of a successor to the Management Company.

1.4 Not to Occupy or permit Occupation of any Dwelling until the Management Plan has been approved and either:

1.4.1 the Management Company has been formed in accordance with the approved proposal; or

1.4.2 where the Management Company is the Land Trust, a contract for the sale of the freehold interest or the granting of a long leasehold interest in the Allotment Land, Common Parts, Open Space Land, LAP and SuDs (if unadopted) has been entered into.

2. SUDS

2.1 Not less than two months prior to Commencement of Development to submit to the Council for its approval a bill of quantities detailing the open book construction costs for the SuDs.

2.2 The Council covenants that it shall within ten Working Days' notify the Owners that it either approves the bill of quantities for the SuDs as submitted or proposes such reasonable amendments as are considered necessary. In the event that the Council fails to respond to the bill of quantities for the SuDs within ten Working Days of receipt, the bill of quantities as submitted are to be deemed approved.

2.3 Where reasonable amendments to the open book construction costs for the SuDs are proposed by the Council, the Owners shall not more than ten Working Days' after receiving the Council's proposed amendments revise the bill of quantities for the SuDs in accordance with the proposed amendments.

2.4 On or before Commencement of Development to:

2.4.1 provide to the Council a Bond for the Bond Amount; or

2.4.2 pay the Cash Deposit.

2.5 the Bond shall endure, or the Cash Deposit shall be retained by the Council until:

2.5.1 the SuDS are adopted by a statutory undertaker; or

2.5.2 the SuDs are transferred to a Management Company; or

2.5.3 if earlier the date of completion of construction of the SuDS to the reasonable satisfaction of the Council.

2.6 If

i) the Owners fail to construct the SuDs in accordance with the details as approved by the Council in writing; or

ii) prior to completion of the SuDs the Owners are adjudicated bankrupt or goes into liquidation voluntarily or otherwise; or

iii) the Owners have executed 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 the Council's other rights remedies and powers against the Owners)

- by written notice require the Surety to pay for; or
- the Cash Deposit may be applied to

any reasonable and proper expenditure (including legal costs) which the Council may incur in carrying out the construction of the SuDs to its own design or the Owners' design to return the Land to the level of hydrological response as existed before the Commencement of the Development.

SCHEDULE 3

Travel Plan

The Owners covenants as follows with the County Council

1.1 Not to Commence nor permit Commencement of Development unless and until it has secured the written approval of the County Council to the Travel Plan

1.2 Not to Occupy nor permit Occupation of any Dwelling on the Land unless and until it has implemented and complied with the Travel Plan in accordance with the requirements and timetable of the approved Travel Plan

1.3 Not Occupy nor permit Occupation of any Dwelling on the Land until it has appointed and funded a suitably qualified Travel Plan Coordinator with the responsibilities and duties set out in the Travel Plan and to ensure that the County Council is notified in writing of the identity of the Travel Plan Coordinator immediately following their nomination and that any changes in their nomination or responsibilities are notified to the County Council immediately and the Travel Plan Coordinator (or replacement Travel Plan Coordinator(s)) shall be retained for a continuous period of 5 years from first Occupation of any Dwelling

1.4 Prior to Commencement of Development to pay to the County Council the Travel Plan Approval Fee

1.5 Not to Occupy nor permit Occupation of any Dwelling on the Land until it has paid to the County Council the Travel Plan Monitoring Fee

1.6 Not to Occupy nor permit Occupation of the Development until it has provided to the County Council the Travel Plan Cash Deposit to the effect that if in the opinion of the County Council acting reasonably the Owners unreasonably fails at any time within five years of the first Occupation of a Dwelling on the Land to deliver the agreed measures and targets or to comply with any or all of the measures and targets contained within the approved Travel Plan then either

1.6.1 the Owners shall pay to the County Council within 20 working days of written demand such sum as may be certified by the Director to be reasonably required up to the amount of the Travel Plan Cash Deposit or

1.6.2 the County Council shall use the Travel Plan Cash Deposit

in order to remedy the failure to achieve and implement the agreed measures and targets contained within the approved Travel Plan or such alternative measures as the Director in his absolute discretion determines will achieve the overall aims of the approved Travel Plan

1.7 That if it or its successors in title Occupy the Land or any part thereof they will implement and comply with the approved Travel Plan

1.8 That it will in relation to the Development include in any tenants lease or occupiers license of any part or parts of the Land a covenant that the tenant or occupier will implement the approved Travel Plan in respect of such part or parts of the Land and further that it will use all reasonable endeavours to enforce such obligations against any such tenant or occupier

1.9 That within 20 Working Days of the letting of the Development or any part or parts thereof procure the delivery to the County Council of a notice giving the following details

1.9.1 the name and address of the tenant;

1.9.2 a description of the premises demised;

1.9.3 the length of the term; and

1.9.4 a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the Travel Plan

1.9.5 For the avoidance of doubt, paragraphs 1.8 and 1.9 of this Schedule 3, shall not be enforceable against individual purchasers of a Dwelling

SCHEDULE 4

Contributions payable to the Council

The Owners and the Developer covenant with the Council as follows:

1 MONITORING FEE

Not to Commence or permit Commencement of Development until the Monitoring Fee has been paid.

2 SRMS CONTRIBUTION

Not to Commence or permit Commencement of Development until the SRMS Contribution has been paid.

3 COMMUNITY PROJECT WORKER CONTRIBUTION

3.1 To pay the Community Project Worker Contribution to the Council in the following instalments:

3.1.1 25% payable prior to Commencement of Development

3.1.2 25% payable 6 months from Commencement of Development

3.1.3 25% payable 12 months from Commencement of Development

3.1.4 25% payable 18 months from Commencement of Development

3.2 Not to Commence or permit Commencement of Development until 25% of the Community Project Worker Contribution has been paid.

3.3 Not to Occupy or permit Occupation of more than 240 Dwellings until 100% of the Community Project Worker Contribution has been paid.

4 TRO CONTRIBUTION

4.1 To pay the TRO Contribution upon submission of a TRO application form to the Council

4.2 During the period beginning with the date of Commencement of Development and ending 3 years from Practical Completion of the Development to pay to the Council such sum as the Council shall notify the Owners in writing as being reasonably required for the purpose of implementing or amending (which expression shall include all connected administration, supervision and the carrying out of) such traffic management measures as the Council considers appropriate to ensure that any overspill parking from the Development or operation of any existing parking restrictions does not interfere with the capacity, operation or safety of the adjoining local highway network PROVIDING THAT such sum shall not exceed £2,000.

5 HEALTH CONTRIBUTION

Not to Occupy or permit Occupation of more than 160 Dwellings until the Health Contribution has been paid.

SCHEDULE 5

Highways and Transport

The Owners covenant as follows with the County Council

1 HIGHWAYS CONTRIBUTION

1.1 To pay the Park and Stride Contribution to the County Council prior to Commencement of Development.

1.2 To pay the Rusty Cutter Roundabout Contribution to the County Council within 28 days of the date of written notification from the County Council that the TCF Bid is successful unless that date is prior to Commencement of Development in which case to pay the Rusty Cutter Roundabout Contribution to the County Council on Commencement of Development.

1.3 To pay the School Travel Contribution to the County Council prior to Commencement of Development.

1.4 Not to permit the Commencement of Development until the Park and Stride Contribution and School Travel Contributions have been paid to the County Council.

2 HIGHWAY WORKS

2.1 To enter into a Highway Works Agreement for the delivery of the access to the Land and such other highway works as detailed in principle in drawing numbers 041-0023-003 Rev H and 041-0023-004 Rev H prior to Commencement of Development and to complete such works prior to Occupation of any Dwelling on the Land.

2.2 To enter into a Highway Works Agreement for the delivery of that part of the ramp connection to the Rusty Cutter roundabout within the Land as detailed in principle in the Landscape Master Plan together with the Shared Use Path and to complete those works prior to Occupation of any Dwelling on the Land.

2.3 Not to permit the Occupation of any Dwelling on the Land until the works described at paragraphs 2.1 and 2.2 have been completed to Completion Certificate Standard.

2.4 Within six calendar months of receipt of written notification from the County Council that the TCF Bid is unsuccessful (or such other timeframe as agreed between the County Council and the Owners) to enter into a Highway Works Agreement for the delivery of the southern walking and cycling route around the Rusty Cutter roundabout as detailed in principle in drawing number 041 0023 024 and to complete those works to Completion Certificate Standard no later than eighteen calendar months of receipt of such notice.

SCHEDULE 6

Miscellaneous Covenants

The Owners and the Developer covenant as follows

1 COMMENCEMENT OF DEVELOPMENT

To give to the Council and the County Council not less than ten Working Days written notice of

(i) Commencement of Development; and

(ii) The first Occupation of a Dwelling on the Land

2 SUBMISSION OF DOCUMENTS

To provide when submitting documents or details to the Council or the County Council pursuant to the Schedules of this Agreement a reference to the Planning Permission, the date and parties to this Agreement, and the paragraph and Schedule under which approval is sought, together with a statement of the date by which a decision must be given by the Council or the County Council

3 OPEN SPACE AND LAP

3.1 Not to Occupy more than 75 Dwellings until the First Phase Open Space Land shall have been completed and made available for use in accordance with the details approved in writing by the Council

3.2 Not to Occupy more than 200 Dwellings until the LAP and Open Space Land shall have been completed and made available for use in accordance with the details approved in writing by the Council save that that the Owners shall be entitled to set up and use a compound area within the Open Space Land (such compound area not to exceed more than 5% of the Open Space Land) for use and storage of materials during the construction of the Development and, for the avoidance of doubt, the Owners shall be entitled to Occupy more than 200 Dwellings if the LPA and Open Space Land shall have been completed save in respect of such compound area.

3.3 To include in any transfer or lease of the LAP and Open Space Land covenants to restrict the use of the LAP and Open Space Land for the purposes of public recreation by the owners-occupiers of the Dwellings and by the public at large and to ensure future access for the public to the Open Space Land in perpetuity save that where such transfer or lease is to the Land Trust the use of the LAP and Open Space Land shall also be used for the delivery of the Land Trust's charitable objectives

4 PERMISSIVE PATHS

4.1 Not to Occupy or permit Occupation of a Dwelling until the Permissive Paths serving that Dwelling have been laid out, constructed and made available for use in accordance with the details approved by the Council in writing allowing safe pedestrian movement between that Dwelling and the existing pedestrian infrastructure on Havant Road.

4.2 To ensure that the Permissive Paths following construction are available for use by owner-occupiers of the Dwellings and the public at large and to include in any transfer or lease of the Permissive Paths covenants requiring the Permissive Paths to be made and kept available for use by the public in perpetuity.

5 ALLOTMENT LAND

5.1 Not to Occupy or permit Occupation of more than 75 dwellings until the Allotment Land has been constructed and laid out in accordance with the details approved in writing by the Council and made available for use as private Allotments

5.2 Not to use or permit the use of the Allotment Land for any purpose other than for use as private Allotments in accordance with the Planning Permission

6 COMMUNITY ORCHARD

6.1 Not to Occupy or permit Occupation of more than 75 dwellings until the Community Orchard has been planted and laid out in accordance with the details approved in writing by the Council

6.2 Not to use or permit the use of the Community Orchard other than for that purpose and in accordance with the Planning Permission save that where the Owners of the Community Orchard is the Land Trust the Community Orchard shall also be used for the delivery of the Land Trust's charitable objectives

SCHEDULE 7

Wintering Bird Mitigation Area

The Owners covenants with the Council as follows:

1. WINTERING BIRD MITIGATION AREA WORKS

1.1 Not to Commence or permit Commencement of Development until

1.1.1 the Wintering Bird Mitigation Area Creation Strategy has been submitted to and approved in writing by the Council;

1.1.2 the Council has notified the Owners in writing that it is satisfied that the works required to be completed prior to Commencement of Development to create the Wintering Bird Mitigation Area have been completed in accordance with the approved Wintering Bird Mitigation Area Creation Strategy; and

1.1.3 the Wintering Bird Mitigation Area Management Plan has been submitted to and approved in writing by the Council

1.2 Not to Occupy or permit Occupation of any Dwelling until the works required to be completed prior to Occupation to create the Wintering Bird Mitigation Area have been completed in accordance with the approved Wintering Bird Mitigation Area Creation Strategy

1.3 Not to Occupy or permit Occupation of more than 100 Dwellings until the approved Wintering Bird Mitigation Area Creation Strategy has been fully implemented

2. MANAGEMENT OF WINTERING BIRD MITIGATION AREA

2.1 To maintain the Wintering Bird Mitigation Area in accordance with the approved Wintering Bird Mitigation Area Management Plan

2.2 Not to use or permit the use of the Wintering Bird Mitigation Area for any purpose other than for

2.2.1 the purpose described in this Agreement and in accordance with the Wintering Bird Mitigation Area Management Plan; or

2.2.2 such other ecological purposes that the Council (acting reasonably) may agree to at its absolute discretion

2.3 Not to allow or permit access to the Wintering Bird Mitigation Area other than where access is required for the purposes of fulfilling the requirements of the Wintering Bird Mitigation Area Management Plan

3. TRANSFER OF WINTERING BIRD MITIGATION AREA

3.1 Not to Dispose or permit Disposal of any Dwelling until the Wintering Bird Mitigation Area has been transferred either by way of a transfer of the freehold interest or the creation of a long leasehold interest to the Management Body

3.2 The transfer of the Wintering Bird Mitigation Area ("Wintering Bird Mitigation Area Transfer") to the Management Body shall include the following terms:

3.2.1 the Wintering Bird Mitigation Area shall be sold subject to the entries in the charges register of title numbers HP395664, HP395665 and HP395666, but otherwise free from encumbrances;

3.2.2 the Wintering Bird Mitigation Area shall be transferred with full title guarantee;

3.2.3 the Wintering Bird Mitigation Area shall be transferred for the consideration of one pound (£1.00);

3.2.4 the Wintering Bird Mitigation Area shall be transferred subject to a restrictive covenant in favour of the remainder Land restricting the use of the Wintering Bird Mitigation Area to use in accordance with the Planning Permission; and

3.2.5 a positive covenant to regularly maintain the Wintering Bird Mitigation Area including any structures equipment and boundary features erected upon it in accordance with the approved Wintering Bird Mitigation Management Plan in such form as it currently is or in such form as it may subsequently be expressly agreed between the Owners for the time being of the Wintering Bird Mitigation Area and the Council acting reasonably

4. SELECTION OF MANAGEMENT BODY

4.1 To use all reasonable endeavours to dispose of (either by way of a freehold transfer or the creation of a long leasehold interest) the Wintering Bird Mitigation Area to the Land Trust.

4.2 Not to dispose of (either by way of a freehold transfer or the creation of a long leasehold interest) the Wintering Bird Mitigation Area to any person or body other than the Land Trust or such other Management Body as shall be approved in writing by the Council

5. WINTERING BIRD MITIGATION AREA FUNDING

5.1 Not to Dispose or permit Disposal of any Dwelling until the Wintering Bird Mitigation Area Funding has been paid to the Management Body

5.2 Not to use the Wintering Bird Mitigation Area Funding otherwise than for the purposes specified in this Agreement.

EXECUTED as a **DEED** by affixing

THE COMMON SEAL of the **COUNCIL OF THE**

BOROUGH OF HAVANT

in the presence of:



[redacted]

Authorised Signatory

EXECUTED as a **DEED** by affixing

THE COMMON SEAL of

HAMPSHIRE COUNTY COUNCIL

in the presence of



[redacted]

Authorised Signatory

Executed as a Deed by **MELANIE**)
JEAN FLINT in the presence of:)
)

[redacted]

OWNER

Witness

[redacted]

WITNESS

Name: [redacted] LP

Address: Thomas Eggar House
Friary Lane
Chichester
West Sussex

Occupation: TRAINEE SOLICITOR

Executed as a Deed by **STEVEN**)
)
WALTER HAMILTON MASON in the)
)
presence of:

[redacted]

OWNER

Witness

[redacted]

ITNESS

Name:

Address:

Irwin Mitchell LLP
Thomas Eggar House
Friary Lane
Chichester
West Sussex
PO19 1UF

Occupation:

SOLICITOR

Executed as a Deed by **TIMOTHY**)
)
NELSON MASON in the presence of:)
)

[redacted]

OWNER

Witness

[redacted]

Name: [redacted]

WITNESS

Address:

Occupation: TRAINEE SOLICITOR

Irwin Mitchell LLP
Thomas Eggar House
Friary Lane
Chichester
West Sussex
PO19 1UF

Signed as a deed (but not delivered until dated) by [ ]

and [ ]

as attorneys for **BDW TRADING LIMITED** under a power of attorney dated [ ] in the presence of:

.....

SIGNATURE OF W

Name:

Addre

.....

Occupation: .....

.....

SIGNATURE OF

Name: .....

Address: .....

.....

Occupation .....

.....

SIGNATURE OF

[ttorney for BDW Trading Limited

.....

SIGNATURE OF ATTORNEY

[ ] as attorney for BDW Trading Limited

APPENDIX 1

Location Plan

N

0 10 20 50 100 metres

Scale 1:1250 @ A1

KEY

SITE BOUNDARY

[redacted]

DO NOT SCALE

All dimensions to be checked on site and Architect to be notified of any discrepancies pr[redacted]

DESIGNER'S RISK ASSESSM[redacted]

Construction (Design and Management) Regulations 2015

RESIDUAL RISKS:

REF: | DESCRIPTION

[redacted]

PENK RIDGE

AURIOL DRIVE

HAVANT ROAD A2030

CTORY AVENUE

12m

WESTWAYS

ALMOND CLOSE

Forty Acre Farm

A3(M)

A27

Drain

Drain

.odge

'm

dge

Field

Su

BARRATT HOMES

DAVID WILSON HOMES

WHERE QUALITY LIVES

REVISION	DATE	DESCRIPTION	CHECKED

idPARTNERSHIP NORTHERN

ARCHITECTURE | MASTERPLANNING | URBAN DESIGN

IDPartnership Northern, St Jude's, Barker Street, Shieldfield, Newcastle upon Tyne, NE2 1AS
T. +44 (0)191 261 4442 | W. idpartnership.com | E. info@idpartnership-northern.com

JOB / CLIENT: Land at Forty Acre Farm, Havant Road, Havant for Barratt David Wilson Homes Southampton

DRAWING TITLE: Site Location Plan

PROJECT ARCHITECT	DRAWN BY	CHECKED
KD	RA	

SCALE	PROJECT NO.	DRAWING NO.
1:1250 @ A1	N81:2393	PL01

DATE: April 2018

DRWG. STATUS: DRAFT | CONSULTATION | TENDER | CONSTRUCTION | RECORD

COPYRIGHT : IDPartnership Northern

APPENDIX 2

Affordable Housing Plan

Key

AFFORDABLE RENT

SHARED OWNERSHIP

DO NOT SCALE
All dimensions to be checked on site and Architect to be notified of any discrepancies prior to commencement

DESIGNER'S RISK ASSESSMENT
Construction (Design and Management) Regulations 2015
RESIDUAL RISKS:

REF	DESCRIPTION	DATE

[redacted]

HAVANT ROAD (A2030)

CARE HOME DEVELOPMENT SITE

142-150

151-154

124-129

187-196

183-186

208-213

Landscaping and SUDs - indicative only

For landscaping and drainage proposals refer to separate landscape (drawing numbers D2484.L.120 - D2434.L.129 latest revisions) and engineering (overall plan BSO/E4519/007 latest revision) drawings.

NATURE PARK

PLAY AREA

N

0 5 10 20 50 metres

Scale 1:500 @ A0

[redacted]

REVISION	DATE	DESCRIPTION

[redacted]

NORTHERN

ARCHITECTURE | MASTERPLANNING | URBAN DESIGN

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JOB / CLIENT: Forty Acre Farm for BDW Southampton

DRAWING TITLE: Affordable Housing Plan

PROJECT ARCHITECT	DRAWN BY	CHECKED
KD	FY	
SCALE: 1:500 at A0	PROJECT NO. N81:2393	DRAWING NO. PL09N
DATE: April 2018		

DRWG STATUS: DRAFT | CONSULTATION | TENDER | CONSTRUCTION | RECORD

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APPENDIX 3

Landscape Master Plan

Notes

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Penk Ridge

Auriol Dr

HAVANT ROAD (A2030)

Havant Rd

Portsea View

A3(M)

Westways

A27

Havant Bypass

KEY

1. EXISTING TREES TO BE RETAINED
2. PROPOSED TREES
3. PROPOSED HEDGEROWS & SHRUB PLANTING
4. ATTENUATION BASINS
5. PLAY AREA
6. MEADOWS
7. MOWN GRASS PATHS
8. ALLOTMENTS
9. COMMUNITY ORCHARD
10. BRENT GOOSE MITIGATION LAND
11. CYCLE PATH / PEDESTRIAN ROU
- FIRST PHASE OPEN SPACE

0 5 10 20 30 40 50 75m
1:750

[redacted]

[redacted]

27/1638

73472

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External References:
- D2434 Forty Acre Farm, Bedhampton\Drawings\Architect\Revcd-19-05-14\webtransfer-1b5e0f\Proposed Site Layout - Standard\Proposed Site Layout.dwg
- D2434 Forty Acre Farm, Bedhampton\Drawings\Architect\Revcd-18-04-20 cserromm\PA05B_s3e
- D2434 Forty Acre Farm, Bedhampton\Drawings\Engineer\Revcd-19-05-08\xpXREFs (Issued 180508 to Fabrik)\X-Level Strategy.dwg
- D2434 Forty Acre Farm, Bedhampton\Drawings\Engineer\Revcd-19-05-08\xpXREFs (Issued 180508 to Fabrik)\X-Highway Layout Review.dwg
- D2434 Forty Acre Farm, Bedhampton\Drawings\Site Survey\Revcd-18-09-09\36FA01 - Forty Acre
- D2434 Forty Acre Farm, Bedhampton\Drawings\Tree Survey\Revcd-18-04-26\18273-ST2 - Standard\18273-ST2
- D2434 Forty Acre Farm, Bedhampton\Drawings\Engineer\Revcd-19-05-08\xpXREFs (Issued 180508 to Fabrik)\X-Drainage.dwg

No.	Date	Revisions	Name
12	14_11_19	Updated to highlight the First Phase Open Space	clk
11	12_11_19	Updated to highlight the internal cycle/footpath	clk
10	18_09_19	Removal of the footpath link through to Westways	clk
09	05_07_19	Updated to address officer comments	clk
08	14_06_19	Updated to latest architects base and new pedestrian link added	clk
07	14_05_19	Minor amend to path North West corner	jh
06	10_05_19	Updated to latest architects base	jh
05	12_03_19	Updated to latest architects layout	clk
04	07_01_19	Updated to latest architects base - plot 124 - 129 and 206 -213	clk
03	11_12_18	Updated to latest architects layout	clk
02	31_10_18	Updated to latest architects layout	clk
01	01_05_18	Updated to latest architects layout	clk

Project
Forty Acre Farm, Bedhampton
for Barratt David Wilson Homes Southampton

Drawing
Landscape Colour Masterplan

Scale	Date	Checked	Drawn
1:750 @ A0	April'18	pb	nb

Drawing No. D2434 L.101

Revision 12

- Preliminary
- Issued for Planning Approval
- Issued for Construction
- Issued for Design/Information
- Issued for Tender
- As Built

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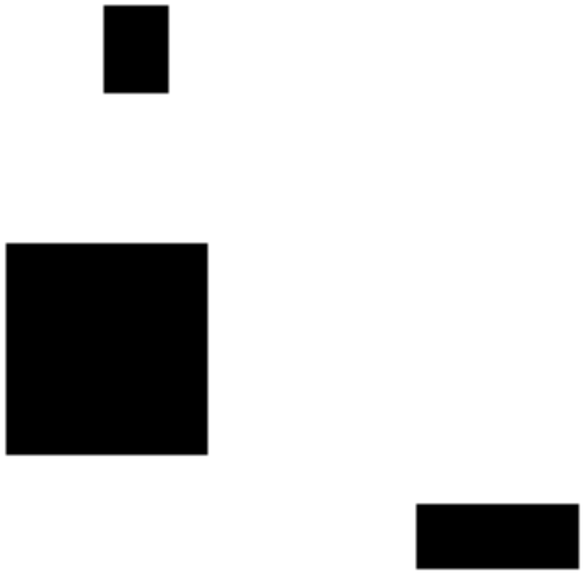
APPENDIX 4

Open Space Plan



APPENDIX 5

Highway Work Plans



[redacted]

APPENDIX 6

Form of Bond

The Guarantee Bond is made as a deed **between the following parties whose names and addresses are set out in the Schedule to this Bond (the 'Schedule'):-**

(1) The 'Contractor' as principal
(2) The 'Guarantor' as guarantor and
(3) The 'Employer'

Whereas

(1) By a contract (the 'Contract') entered into or to be entered into between the Employer and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Employer to execute works (the 'Works) upon and subject to the terms and conditions therein set out.

(2) The Guarantor has agreed with the Employer at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Guarantee Bond subject to the limitation set out in clause 2.

Now this deed witnesses as follows:-

1 The Guarantor guarantees to the Employer that in the event of a breach of the Contract by the Contractor the Guarantor shall subject to the provisions of this Guarantee Bond satisfy and discharge any damages sustained by the Employer ("the Damages") which relate to the obligation to carry out the works

2 The maximum aggregate liability of the Guarantor and the Contractor under this Guarantee Bond shall not exceed the sum set out in the Schedule (the 'Bond Amount') but subject to such limitation and to clause 4 the liability of the Guarantor to pay the Bond Amount shall be co-extensive with the liability of the Contractor to pay the Damages under the Contract.

3 The Guarantor shall not be discharged or released by any alteration of any of the terms conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Employer under or in respect of the Contract or the Works shall in any way release reduce or affect the liability of the Guarantor under this Guarantee Bond.

4 Whether or not this Guarantee Bond shall be returned to the Guarantor the obligations of the Guarantor under this Guarantee Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach and stating that the amount being demanded has been established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and takes into account all sums due or to become due to the Contractor has been made upon and received by the Guarantor before Expiry

5 The Contractor having requested the execution of this Guarantee Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Employer or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract

6 The Guarantee Bond and the benefit thereof shall not be transferred or assigned without the prior written consent of the Guarantor and the Contractor.

7 The parties to this Guarantee Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.

8 This Guarantee Bond shall be governed by and construed in accordance with the laws of England and Wales and only the courts of England and Wales shall have jurisdiction hereunder.

The Schedule

The Contractor:	**Developer's details**
The Guarantor:	**Bank's details**
The Employer:	**THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX
The Contract:	"insert details of the S106 Agreement"
The Works:	the construction of a Sustainable Drainage system in accordance with paragraphs xxx of Schedule xxxxx to the Contract
The Bond Amount:	The sum of (£xxxxxxx) xxxxxxxx pounds sterling only
The Expiry Date:	This Bond will expire for receipt of demands upon the Issue of a certificate of Practical Completion by the Council upon presentation to the Guarantor, by the Contractor of a certified true and correct copy of the Practical Completion Certificate purporting to have been signed under the Contract which shall be conclusive for the purposes of this Guarantee Bond

In witness whereof the Contractor and the Guarantor have executed and delivered this Guarantee Bond as a Deed this day of 201x

EXECUTED as a DEED by **DEVELOPER**)
in the presence of -)

Director

Director/Secretary

EXECUTED as a DEED by affixing the)
COMMON SEAL of xxxxxxxxxx)
BANK)

APPENDIX 7

Travel Plan



FORTY ACRE FARM, BEDHAMPTON

FULL TRAVEL PLAN

January 2019

Barratt David Wilson Homes

RESIDENTIAL DEVELOPMENT
FORTY ACRE FARM
BEDHAMPTON

FULL TRAVEL PLAN

CONTROLLED DOCUMENT

PB Associates Document No:	041.0023/TP/5		
Status:	Original	Copy No:	
	Name	Signature	Date
Prepared by:	Shaan Novitzki	[redacted]	April 2018
Checked:	Jessica Lloyd	[redacted]	April 2018
PBA Approved:	Mark Smith	[redacted]	April 2018

Revision Record					
Rev:	Date:	By:	Summary of Changes:	Chkd:	Aprvd:
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3	13.08.18	SRW	Amendments as per Hampshire comments	JL	MS
4	10.12.18	JL	Amendments as per Hampshire comments	MS	MS
5	02.01.19	JL	Further amendments as per Hampshire comments	MS	MS

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RESIDENTIAL DEVELOPMENT
FORTY ACRE FARM
BEDHAMPTON

FULL TRAVEL PLAN

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1 INTRODUCTION

1.1 This Travel Plan (TP) has been prepared by Paul Basham Associates (PBA) on behalf Barratt David Wilson Homes to support a full planning application for a residential development comprising 320 residential dwellings, a 66-bedroom care home, allotments, habitat mitigation zone, provision of public open space and associated infrastructure at Forty Acre Farm, Bedhampton. The location of the proposed site is shown in **Figure 1**, whilst a site layout is attached as **Appendix A**.



Figure 1: Site Location

1.2 Following pre-application discussions with Havant Borough Council (HBC) and Hampshire County Council (HCC) a site-specific TP and Transport Assessment (TA) have been drafted by Paul Basham Associates to support the planning application. This TP should be read in conjunction with the site's TA. This TP seeks to establish fundamental TP principles, objectives and targets, which are to be built upon following the lifetime of the TP.

1.3 As the proposed site includes the development of a care home this TP provides measure which could be implemented by all future site users, including care home staff and visitors.

Travel Plan Principles

1.4 A TP is a strategy for managing access demands to a development site by ensuring that the travel needs of its users are met by a range of transport modes in order to:

- Reduce the impact of car travel associated with the proposed development at Forty Acre Farm through the implementation of the Travel Plan;
- Support a reduced need of residents to travel by providing information on car sharing, home deliveries; and
- Increase sustainable travel practices where possible through the promotion of sustainable travel opportunities such as Stagecoach Bus Services and the promotion of local services along Havant Road.

1.5 In accordance with HCC's guidance, the benefits of the Travel Plan which are likely to be achieved by users of the development, the local community and the local global environment are identified below:

- Development Users
  - An attractive pedestrian environment with reduced car use
  - Opportunity to try new travel methods through travel vouchers
- Local Community (including local global environment)
  - Reduced pollution on the local road network
  - Ability for residents of Forty Acre Farm to inform other residents of positive sustainable travel experiences
  - Reduced congestion if fewer vehicles are on the road due to sustainable travel habits

1.6 A TP is an evolving process initiated through site visits and discussions between key stakeholders, HBC and HCC.

1.7 A Transport Scoping Note was prepared by Paul Basham Associates in October 2016 to consider the potential site constraints and identify the scope of assessment required to sufficiently mitigate them. This Travel Plan is informed by the findings and dialogue between Paul Basham Associates and HCC arising from the Pre Application stage.

Travel Plan Aim and Objectives

1.8 The TP strategy supports access to a wide range of local facilities and activities for future site users whilst working alongside the local council and the local community to encourage a sustainable development. The TP follows an overarching aim to reduce the reliance on the private car whilst increasing the use of sustainable transport modes. The objectives that will support this aim are outlined below:

Objective Number	Objectives
1	To promote the use of Stagecoach 21 and 23 services for journeys towards Havant, Portsmouth, Southsea and Leigh Park
2	To encourage walking and cycling to local amenities along Havant Road which includes convenience store, eateries and a post office
3	To minimise private car dependence through the promotion of car sharing and understanding the typical journeys of residents at Forty Acre Farm

Table 1 Travel Plan Objectives

1.9 Meeting these objectives will help create a sustainable development with good travel practices and will help to encourage a decrease in the reliance on the use of private cars. The continuous development of these objectives and evaluation of the TP is necessary to make sure that objectives are realistic and achievable. A Travel Plan Coordinator (TPC) would be responsible for promoting the practices of the TP and reviewing its objectives.

Travel Plan Structure and Approach

1.10 This TP has been informed by HCC's A Guide to Development Related Travel Plans (2009) and will be broken down into the following structure:

Chapter 2: Travel Plan Local Policy

Chapter 3: Existing Local Conditions and Site Accessibility

Chapter 4: Proposed Development

Chapter 5: Indicative Baseline and Target Travel Patterns

Chapter 6: Travel Plan Strategy

Chapter 7: Travel Plan Implementation, Monitoring and Enforcement

Chapter 8: Conclusion and Summary

2 TRAVEL PLAN LOCAL POLICY

2.1 The objectives of this TP as outlined in **Table 1** are designed to work alongside those set at national, regional and local levels. In particular the objectives relate to the National Planning Policy Framework (NPPF), Hampshire County Council Local Transport Plan 3 (2011-2031) (LTP3); and Havant Borough Councils Adopted Core Strategy (2011-2026). These documents are also supported by HCC's Development Travel Plan Guidance (2009).

National Policy

2.2 The NPPF (Paragraph 36) recognises that a TP acts as a 'key tool' for realising a number of The Frameworks policies towards new developments, and is a key requirement for developments which generate a significant amount of movement. The following NPPF paragraphs are relevant to this TP:

> Pursuing sustainable development involves seeking positive improvements in the quality of the built environment...as well as in people's quality of life, including...
>
> - Making it easier for jobs to be created in cities, towns and villages
> - replacing poor design with better design
> - improving the conditions in which people live, work, travel and take leisure.
>
> *(NPPF Para.9)*

> Transport policies have an important role to play in facilitating sustainable development but also in contributing to wider sustainability and health objectives. Smarter use of technologies can reduce the need to travel. The transport system needs to be balanced in favour of sustainable transport modes, giving people a real choice about how they travel. However, the Government recognises that different policies and measures will be required in different communities and opportunities to maximise sustainable transport solutions will vary from urban to rural areas.
>
> *(NPPF Para.29)*

> Encouragement should be given to solutions which support reductions in greenhouse gas emissions and reduce congestion... In preparing Local Plans, local planning authorities should therefore support a pattern of development which, where reasonable to do so, facilitates the use of sustainable modes of travel.
>
> *(NPPF Para.30)*

Plans and decisions should ensure developments that generate significant movement are located where the need of travel will be minimised and the use of sustainable transport modes can be maximised.

(NPPF Para.34)

Plans should protect and exploit opportunities for the use of sustainable transport modes for the movement of goods and people. Therefore, developments should be designed and located where practical to:

- Accommodate the efficient delivery of goods and supplies;
- Give priority to pedestrian and cycle movements, and have access to high quality public transport facilities;
- Create safe and secure layouts which minimise conflicts between traffic and cyclists and pedestrians, avoiding street clutter and where appropriate establishing home zones;
- Incorporate facilities for charging plug-in and other ultra-low emission vehicles; and
- Consider the needs of people with disabilities by all modes of transport.

(NPPF Para.35)

Regional and Local Policy

2.3 LTP3 (2011-2031) sets out Hampshire's transport strategy and identifies a range of policy objectives, with those most relevant to this Travel Plan stated below:

Policy Objective 4: Work with bus and coach operators to grow bus travel, seek to remove barriers that prevent some people using buses where affordable and practical, and reduce dependence on the private car for journeys on inter- and intra-urban corridors;

Policy Objective 9: Introduce the "shared space" philosophy, applying Manual for Streets design principles to support a better balance between traffic and community life in local and residential areas;

Policy Objective 11: Reduce the need to travel through encouragement of a high speed broadband network, supporting the local delivery of services and in urban areas the application of 'Smarter Choices' initiatives;

Policy Objective 12: Invest in sustainable transport measures, including walking and cycling infrastructure, principally in urban areas, to provide a healthy alternative to the car for local short journeys to work, local services or schools; and work with health authorities to ensure that transport policy supports local ambitions for health and well-being.

Local Policies and Initiatives

2.4 HBC's Core Strategy (2011) is a long-term strategy that seeks to shape and guide new developments in Havant Borough. The Core Strategy proposes a policy framework for new developments. The Core Strategy proposes the following:

"In 2026 Havant Borough will be a cleaner, safer and more prosperous place. It will be a place where people of all ages and circumstances will want to live, visit or work. It will be a sought-after location, well known as the home of windsurfing and for its superb Solent coastline. It will be widely recognised for its sustainable, innovative and high-quality design developments and the stewardship of its natural and built environment."

2.5 HBC's Core Strategy also identifies the importance of development Travel Plans and Transport Assessments as a way of supporting the above aim. This TP and the accompanying TA seek to ensure that the proposed development supports and complements the following policies:

Policy CS9 Housing states:

- *Planning permission will be granted for housing proposals that will achieve a suitable density of development for the location, taking into account accessibility to public transport and proximity to employment, shops and services in addition to respecting the surrounding landscape, character and built form.*

Policy CS20 Transport and Access Strategy states development will be permitted that:

- *Is consistent with and contributes to the implementation of the 'Reduce, Manage and Invest' strategy;*
- *Does not increase congestion and promotes better use of existing transport networks;*
- *Improves accessibility to goods, services and employment and promotes equality in the transport system;*
- *Provides transport management measures to ensure the safe and efficient operation of the strategic and local road network;*
- *Ensures that highway design responds positively to the characteristics of the area and delivers a high quality public realm for all users;*
- *Maintains or improves the range of transport modes accessible to the users of the development site with specific emphasis on public transport, especially high quality/ frequency buses and includes walking and cycling where appropriate, and*

- *Improves highway, cycling and pedestrian links between the western built up area of the Borough and the eastern area of the Borough to create a strong east/ west communication axis that passes through Dunsbury Hill Farm/ Leigh Park".*

DM12 Mitigating the Impacts of Travel states:

- *New developments will be required to mitigate their travel impacts, including the environmental impacts of travel (such as noise, air and visual pollution and impacts on amenity health and climate change).*

2.6 This TP has been written in accordance with these policies to meet the sustainable requirements for new developments within the Borough of Havant and increase the share of alternative transport options for the proposed development and wider community.

2.7 Seeking to maximise and build upon opportunities presented at all of the above scale, this TP's primary aim is to reduce the reliance on the private car whilst increasing the use of sustainable transport modes.

3 EXISTING LOCAL CONDITIONS AND SITE ACCESSIBILITY

Application Site

3.1 The site is c.9.67 hectares and currently operates as a farm with weekly car boot sales. The site is located on the western boundary of Bedhampton, within Havant Borough and is bound to the south by railway lines and the A27/A3(M), Havant Road to the north, residential developments to the west and the A3(M) to the east. The site has good access to local facilities, being within 1km of Drayton local centre and within 900m of the A27 and A3(M). The site and its surroundings are shown in **Figure 2**, whilst existing conditions on the site are shown in **Photograph 1.**



Figure 2: Site Context



Photograph 1: Existing Site Conditions

3.2 The existing site is accessible via a priority junction on Havant Road (A2030) (see **Photograph 2**). Opposite the existing site access a right-turn lane is provided to facilitate access into the residential development on Auriol Drive.



Photograph 2: Existing Site Access

3.3 To help achieve the TP's objectives it is crucial to consider the site in relation to the local context in which it will evolve.

Local Conditions

3.4 The application site is approximately 1km east of Drayton Local Centre and approximately 2km west from the centre of Bedhampton. Drayton Local Centre is approximately a 7-minute journey by bus and is host to numerous local facilitates including restaurants, shops, a doctors surgery and two pharmacies whilst Bedhampton offers site users a train station and facilities such as a GP Surgery, preschools, pharmacies, supermarkets, eateries and public houses.

3.5 The site's proximity to existing local amenities, pedestrian links, public transport and cycle networks presents an opportunity to encourage the use of sustainable travel modes, particularly for public transport. A summary of walking, cycling and bus times from the centre of the site is shown in Table 2, with an accessibility map attached as **Appendix B**.

Amenity	Approximate Walking Distance (m)	Approximate Walking Time (Minutes)	Approximate Cycle Time (Minutes)	Approximate time by bus (Minutes)
Local Primary School (Bidbury)	1.8km	24	7	7
Post Office	1.2km	13	5	6
Closest Bus Stop	400m	2	1	
Closest Convenience Store	1km	12	4	5
Bedhampton Train Station	2km	25	8	8
Bedhampton Local Centre	2km	25	8	8
Supermarket	2.4km	27	10	12
Cycle shop	2.4km	28	10	12

Table 2: Distances to Local Facilities

3.6 The Chartered Institution of Highways and Transportation (CIHT) provides guidance for 'Providing for Journeys on Foot' (2000), which identifies desirable, acceptable and preferred maximum walking distances for local amenities. **Table 2** demonstrates local amenities and their distances from site via various travel methods, whilst **Table 3** highlights the guidance proposed by CIHT.

	Local Centre (M)	Commuting/ School/ Sight-seeing (M)	Elsewhere (M)
Desirable	200	500	400
Acceptable	400	1000	800
Preferred Maximum	800	2000	1200

Table 3: CIHT Guidance for Providing Journeys on Foot

3.7 As demonstrated in Table 2 and Table 3, the many of the local amenities are considered to be within the 'preferred maximum' as recommended by CIHT guidance, with Drayton Local Centre just over the recommended 800m distance. As such walking to local amenities may not be realistic for all site occupants and therefore this TP should focus on encouraging the use of local bus and cycle networks.

Local Pedestrian Network

3.8 Within the vicinity of the site there are currently footways on the northern side of Havant Road, which are approximately 1.5-2m wide. These footways are facilitated by dropped kerbs, tactile paving and formal crossing points to the east and west. Approximately 170m to the east of the existing site access is a formal crossing point, which currently provides access from the northern footway to the bus stop located on the southern side of the carriageway. Existing conditions for pedestrians on Havant Road is demonstrated in Photograph 3.



Photograph 3: Existing Pedestrian Conditions

3.9 Havant Road benefits from street lighting, which promotes an aspect of safety for night users. This would help encourage the use of the local footways by future residents. This is evident in Photograph 3. As part of the development a footway/cycleway would be implemented along the southern boundary of Havant Road along the northern site boundary to provide a continuous connection with the footway/cycleway to the east of the site to the junction with Westways to the west. The existing informal crossing point to the west of the site would also be upgraded as part of the development proposals to include dropped kerbs, tactile paving and a formal refuge island.

3.10 As part of the development a footway to the west of the site would also interlink with the pedestrian infrastructure on Westways. Currently Westways has footways of approximately 2m wide on the southern side of the carriageway and is facilitated by dropped kerbs. Providing a pedestrian connection at this point would connect pedestrians to the local pedestrian network and would help to encourage walking to site users.

3.11 To the east the development borders the southwestern edge of the roundabout between the A3(M), A27, B2177 and the A0230 known as the 'Rusty Cutter'. There is a footway approximately 2m wide on the northern side of the Rusty Cutter roundabout which is facilitated by tactile paving and dropped kerbs. The footway continues around the roundabout to the A27 arm. The pedestrian environment on the 'Rusty Cutter is shown in **Photographs 4** and **5**.



Photograph 4: Pedestrian crossing A3(M) on-slip



Photograph 5: A3(M) off-slip

3.12 The route into Drayton benefits from continuous footways with dropped kerbs and tactile paving at key junctions. At the junction of Gant Road and Havant Road there is a signalised pelican crossing to aid pedestrian movements to and from the local facilities.

Local Cycle Network

3.13 Havant Road has a gentle gradient which makes it an attractive environment for cyclists. An off-road footway/cycleway currently runs along the northern side of Havant Road from the bus stop to the east of the site. An on-road cycle lane is also present along part of Havant Road along the northern carriageway to the junction with Rectory Avenue for vehicles travelling eastbound.

3.14 To the west of the site a signpost network link and partly off-road cycle track is available around the north of the Rusty Cutter Roundabout and onto the A27 and Teardrop junction connecting towards the Harts Farm Way Industrial Estate. From the Rusty Cutter roundabout, a signposted network link is also available along Lower Road to connect towards Bedhampton Local Centre. A snapshot of the Havant Borough Cycle Network 2017 in vicinity of the site is provided in **Figure 3**.



Figure 3: Havant Borough Cycle Network 2017

3.15 Furthermore, there are several local cycle routes both on and off road within close proximity to the site. The national cycling route 22 is an on-road route from Banstead to Portsmouth and the Isle of Wight. There is also national cycling route 222 to the west of the site which is mostly a traffic free route between Guildford and Shoreham.

3.16 The local cycle environment within the vicinity of the site are summarised in **Figure 4**, with purple lines representing on-road routes and green representing traffic free routes and the site outlined in red.



Figure 4: Local Cycle Routes (Map from: www.sutrans.org.uk)

3.17 The local area benefits from an active cycling network, with several cycle stores in close proximity to the site. The closest cycle store is Drayton Cycles which is located approximately 8 minutes cycling distance from the site. There is also a Halfords in Havant which is approximately 3.2km (13 minute cycle) east of the site.

Bus Services

3.18 The site exhibits good accessibility for public transport, with two high frequency Stagecoach bus services and one First Group bus service within the vicinity of the site on Havant Road (A0230). These services operate Monday to Sunday and connect to Portsmouth, Farlington, Leigh Park, Cosham and Highbury. The local bus services operating close to the application site are summarised within **Table 4**.

Service	Route	Stop	Operator	Frequency		
				Monday – Friday	Saturday	Sunday and Public Holiday
21	Havant – Portsmouth	Forty Acres	Stagecoach	Every 10 minutes from 06:00 am – 23:30 pm	Every 10 minutes from 06:50 am – 23:30 pm	Every 20 minutes from 07:54 am – 22:16 pm
22	Highbury-Cosham Drayton-Farlington	Sunshine Inn	First Group	10 services a day from 07:10 am – 18:09 pm	10 services a day from 07:10 am – 18:09 pm	12 services a day from 09:30 am – 16:59 pm
23	Leigh Park-Southsea	Forty Acres	Stagecoach	Every 10 minutes from 05:17 am – 00:20 am	Every 10 minutes from 0653 am – 00:20 am	Every 20 minutes from 07:41 am – 23:57 pm

Table 4: Summary of Local Bus Services

3.19 The site is supported by two pairs of bus stops on Havant Road both within 200m either side of the site accesses. Both sets of stops benefit from shelters (except the eastern eastbound bus stop), seating, timetables and are served by Stagecoach 21 and 23 which operate approximately every 10 minutes Monday to Saturday and every 20 minutes on Sundays. An example of the one bus stop without the shelter is evident in **Photograph 6**.



Photograph 6 'Forty Acre' (Eastbound) bus stop

3.20 A further service operated by First is available from the 'Sunshine Inn E bound' bus stop approximately 800m west of the proposed developments western access. This operates to Farlington 10 times per day Monday to Friday. Services at this stop typically run once per hour from 9am to 5pm.

3.21 Stagecoach have been approached regarding rerouting their services through the site, they have confirmed that is not a viable option, as seen in **Appendix C**. However, the bus stops remain in close proximity to the site and provide a very realistic opportunity for local commuters who may work in Portsmouth, Cosham, Havant or the intermediary stops.

Rail Network

3.22 Bedhampton Railway Station is located approximately 2km to the east of the proposed development (an 8-minute cycle) and is approximately 8 minutes on the Number 23 bus service.

3.23 Bedhampton Railway Station offers users with 20 sheltered bicycle storage spaces, customer help points and CCTV. As the station does not provide users with a car park this acts as an additional incentive for people to cycle, walk or use public transport to access the train station.

3.24 Bedhampton Railway Station provides an attractive option for local commuters with direct access to Portsmouth and Southsea, Portsmouth Harbour, Littlehampton and London Waterloo. Trains operating to Portsmouth typically operate once per hour from 4:43am – 00:24am, with higher frequency during peak periods and journeys taking approximately 15 minutes. Services to London Waterloo run every hour from 4:43am – 23:37pm with journeys lasting approximately 1 hour and 40 minutes. Journeys to Littlehampton run approximately every hour from 4:43am – 16:37pm, with journeys lasting approximately 40 minutes.

Key Travel Resources

3.25 Sustainable travel opportunities are supported locally. Table 5 provides a summary of key travel resources available for residents, staff and visitors.

Resource	Description	Details
Living Streets	National organisation for supporting pedestrians	www.livingstreets.org.uk
Cycle Street	Online cycling journey planner	www.cyclestreets.co.uk
Fix My Transport	Online facility for resolving local transport infrastructure problems	www.fixmytransport.com
Sustrans	The national sustainable transport charity	www.sustrans.org.uk
Traveline	Online Journey Planner	www.traveline.info
My Journey	local Online Journey Planner	www.myjourneyhampshire.com

Table 5: Key Travel Resources

4 PROPOSED DEVELOPMENT

Accommodation Schedule

4.1 The proposed development would comprise of 320 residential dwelling and a 66-bed care home. The site accommodation schedule is summarised in **Table 6**, with a site layout included as **Appendix A**.

Unit Type	Quantity
1 Bedroom	20
2 Bedroom	105
3 Bedroom	167
4 Bedroom	28
Care Home	66 Bedrooms

Table 6: Site Accommodation Schedule

4.2 The site would be served by two vehicular access points onto Havant Road both of adequate dimensions to ensure large vehicles can enter and exit the site. Both accesses would be flanked by 2.0m wide pedestrian footways either side which would connect to a 3m wide footway/cycleway creating a continuous footway/cycleway along the southern side of Havant Road from the Forty Acres W-bound bus stop and Havant Road NE-bound bus stop.

Parking Provision

4.3 The level of parking for the proposed development has been informed by HBC's Parking Supplementary Document (2015) for both residential dwellings and care/rest homes. With this in mind the development proposed a total of 541 allocated spaces, 97 garage spaces and 56 unallocated parking spaces for the proposed residential units. In addition, 64 formal visitor parking spaces are provided on site in accordance with HBC's standards.

4.4 The 66-bedroom care home is provided with 28 vehicle parking spaces including 2 disabled spaces located close to the building entrance. Gates would be provided upon the entrance into the care home's parking court in order to prevent unauthorised use of the parking spaces provided. The care home would also be provided with its own delivery layby to ensure the parking area is not restricted when larger vehicles visit the care home.

4.5 The parking provision of the development is such that the demands of the site can be fully catered on site without overspill parking onto the local road network. Further details of the site's parking strategy are provided within the TA also prepared by PBA.

Cycle Parking Provision

4.6 Cycle parking for the residential developments would be provided in garages (where provided), sheds in rear gardens or cycle stores for flatted development, with an internal cycle store (for 8 bicycles) also provided for the care home.

4.7 The TPC should undertake regular site visits and if demand is shown for additional parking (e.g. bicycles locked to railings), opportunities to provide further cycle parking could be explored.

Internal Layout

4.8 The proposed layout is based around a series of cul-de-sacs. The sites spine road measures 5.5m in width with roads decreasing to 4.8m in width in areas with a minimum width of 3.7m at shared drives serving smaller pockets of development. For the care home the access road measures 4.8m in width with a 6m wide car parking aisle width ensuring all spaces are accessible.

4.9 Within the site the spine road connects to the east and west with pedestrian footways through the site. The north-western corner of the site would connect onto the existing pedestrian infrastructure on Westways through a 2m wide footway.

4.10 The site layout ensures larger vehicles such as refuse vehicles, delivery vehicles or Fire appliances are able to enter and navigate the sites internal roads.

4.11 Segregated pedestrian routes are provided through the site taking pedestrians to a large attractive area of park and open space along with footpaths for leisure or dog walking.

5 INDICATIVE BASELINE AND TARGET TRAVEL PATTERNS

General Residential

5.1 In order to establish the modal split of trips generated by the site indicative modal shares have been calculated for each land use. For the general residential use the modal split has been derived from Census 'Method of travel to work by distance travelled to work' data. The 'Havant 018' Mid Super Output Area (MSOA) is considered to the most representative of the proposed development which includes the proposed development site. The modal split proposed to be generated by the general residential element of the site is outlined in Table 7.

Distance travelled to work	Work mainly at or from home	Public Transport	Single Occupancy Car	Bicycle	On foot	Other	All categories
Less than 2km	0%	4%	50%	5%	27%	13%	25%
2km to less than 5km	0%	8%	65%	4%	7%	16%	24%
5km to less than 10km	0%	11%	73%	4%	1%	11%	16%
10km to less than 20km	0%	6%	84%	2%	2%	6%	6%
20km and over	0%	11%	78%	0%	4%	7%	3%
Work mainly at or from home	100%	0%	0%	0%	0%	0%	12%
No fixed place	0%	4%	80%	1%	2%	14%	14%
All categories	12%	6%	59%	3%	9%	11%	100%

Table 7: General Residential Modal Split by Distance Travelled to work

5.2 The results in Table 7 anticipate that 59% of trips would be taken by single occupancy vehicles, with 6% of trips undertaken as a passenger and 6% of residents using public transport. When the active transport modes are reviewed it is anticipated that 9% of trips would be on foot and 3% by bicycle. The modal split indicates that after single occupancy vehicle trips and working from home, walking seems to be the most popular travel mode and therefore should be promoted throughout the TP. It also shows that 50% of those travelling less than 2km to work are currently doing so in single occupancy cars, so emphasis should be placed on promoting walking and cycling to locations within 2km.

5.3 Whilst HCC's response to the Travel Plan outlined the need to identify the purpose of travel and where residents travel to work this information is not available as one data set through the Census database. When the results of the TRICS SAM baseline survey are obtained the TPC should review trip rates and the National Travel Survey data to understand the split between journey purposes and use such data in the preliminary report. Instead, for this Travel Plan, by reviewing the method of travel work over distance, likely destinations can be identified. A review of the data provided in **Table 7** identifies that the majority of 'travel to work' trips are under 5km in distance, with 25% under 2km. In accordance with CIHT guidance, 2km is considered as a preferred maximum walking distance, meaning 25% of residents' travel to work trips could be via foot, whereas currently 50% of these short distance trips are via single occupancy vehicles. Within 2km, destinations include Drayton, Farlington, Widley, Bedhampton and Langstone.

5.4 In accordance with the Department for Transport's Local Transport Note 1/04 'Policy, Planning and Design for Walking and Cycling' the mean average length for cycling journeys is approximately 4km, with journeys often up to three times these distances. Approximately 24% of likely residents' journeys are between 2km-5km with 65% of these journeys being as single occupancy vehicles. Such journeys should therefore be promoted as cycle options with destinations including Havant, Cosham, Waterlooville, Warblington, Leigh Park and Hilsea.

5.5 The Journey to Work Census Data is contained in **Appendix D**.

Care Home

5.6 In order to establish the indicative modal split for the Care Home element an assessment of the multimodal trip rates using the TRICS data has been used for 'Care Home (Elderly Residential)' with the following criteria:

- England and Wales (excluding Greater London),
- Sites with no Travel Plan,
- 'Suburban' and 'Edge of Town' Locations,
- Weekday Surveys only, and
- Sites between 17 and 100 units.

5.7 The results of this assessment are outlined below for trips over a 12-hour period (in %). Consideration must be given into the percentage of trips that are most likely to be visitors and staff rather than residents of the care home. All outputs of this assessment are also attached in **Appendix D**, with the results summarised in **Table 8**.

Mode of Travel	Percentage
Single Occupancy Vehicle	47%
Passenger in vehicle	27%
Walk	18%
Bike	0%
Public Transport	8%

Table 8: Care Home Modal Split

5.8 The results in **Table 8** show that the travel needs of the care home units are different to the general residential units with a lower percentage of single occupancy vehicle trips at 46.5% with higher percentages of passenger and walking trips (27.1% and 18.4% respectively). The modal split suggests that no trips would be via bicycle and only 8% by public transport. It is worth noting that whilst only 3 sites were included within the TRICS outputs, a baseline survey would be completed to validate these modal splits and revise targets if deemed necessary.

Targets

5.9 This TP proposes SMART (Specific, Measurable, Achievable, Realistic and Time-bound) targets for the general residential units and the care home. Overall, a 10% target modal shift away from Single Occupancy Vehicle trips is sought through the implementation of the Travel Plan. Modal split targets (including interim targets) for the general residential element are shown in **Table 9**, although the interim targets and end of year 5 target should be review following the baseline travel survey.

Target	Objective	Baseline Modal Share	Year 1	Year 3	Year 5	Target
TP1	To reduce the number of single occupancy private car trips	59%	56%	53%	49%	-10%
TP2	To increase the number of residents travelling via public transport	6%	8%	10%	12%	+6%
TP3	To increase the number of residents walking and cycling	12%	14%	14%	16%	+4%

Table 9: Interim Modal Split Residential Targets Based on Census Data

5.10 The largest percentage increase for the targets has been allocated to public transport given that this percentage modal split is currently low at 6% and with the site being located adjacent to a high frequency bus corridor operated by Stagecoach which connects to key local centres public transport should provide a key sustainable travel mode. A year on year increase of 2% has been allocated to the interim targets for year 1, 3 and 5 which is considered a realistic target.

5.11 The end of year 5 target for walking and cycling is an increase of 4%, this is based on the modal split currently being at 12%. This target should be evaluated following the baseline travel surveys given that as identified in **Table 7** a large percentage of trips are below 5km in distance and are therefore suitable for walking and cycling travel modes. A 4% increase is seen as a realistic and achievable target.

5.12 No target has been provided for car sharing to date given that the revised Census data split by travel distance does not specify car sharing as a mode, and is instead collated with 'other' which also includes taxis and motorcycle. Through the baseline travel survey modal shares should also include by Car Sharing where specific targets for car sharing can be created.

5.13 A 5% reduction in single occupancy vehicle trips for the care home is currently proposed based on the indicative modal split demonstrated in **Table 10**. A lower target is proposed for the care home given the smaller target audience and that staff will be on a rota system and are unlikely to travel via sustainable modes at all time such as late at night where travelling can be deemed less safe.

Target	Objective	Baseline Modal Share	Year 1	Year 3	Year 5	Target
TP1	To reduce the number of single occupancy private car trips	47%	46%	44%	42%	-5%
TP2	To increase the number of staff car sharing.	27%	27%	28%	29%	+2%
TP3	To increase the number of staff using public transport, walking and cycling.	26%	27%	28%	29%	+3%

Table 10: Interim Modal Split Care Home Targets Based on TRICS Data

5.14 Once the care home is operational and following the baseline travel survey these targets should be evaluated to ensure they are relevant, realistic and achievable given that a number of staff members will be on a shift pattern working through the night, finishing early in the morning or late at night where public transport, walking or cycling may not be suitable.

5.15 The baseline modal split would be determined through a TRICS Standard Assessment Methodology (SAM) Survey undertaken at a key milestone relating to the development's occupation. For both the general residential element and the care home, the baseline surveys would be conducted within 3 to 6 months of the occupation of the first unit. This survey would help to establish accurate site-specific baseline travel patterns for the development, which are anticipated to be similar to those outlined in **Tables 7** and **8**. Details of the survey schedule are outlined in **Section 7**. This trigger point (3-6 months) is in accordance with HCC's latest comments on this Travel Plan, and this survey will therefore take place within this time frame regardless of how many units are occupied and could therefore result in a small sample size. Timings of the survey would be confirmed on review of occupancy rates within this timeframe.

6 TRAVEL PLAN STRATEGY

6.1 In order to present a robust TP strategy, the measures proposed are influenced by the site's location, the TP objectives and targets and local and national policy. Whilst there will be no formal monitoring of the care home a number of measures proposed within this TP would be applicable to the care home and therefore should be promoted by the care home TPC. The measures chosen could also be continued by residents, visitors and staff beyond the official monitoring period.

6.2 Whilst the large majority of measures outlined in this TP would focus primarily upon the promotion and awareness of local infrastructure, a number of hard measures are proposed as part of the development. This includes the following:

- A 3m wide footway/cycleway along the southern boundary of Havant Road complete with pedestrian crossing to the west of the development;
- On site pedestrian infrastructure;
- A permeable site layout;
- A footway link connecting to Westways; and
- Cycle parking for each unit.

Action Plan

6.3 To accompany this TP two TP Action Plans have been developed. The first outlines the TP strategy for the C3 residential development and the second a strategy for the care home. Both of these TP Action Plans are attached in full as **Appendix E**. These TP Action Plans identify all proposed measures and sets them out in accordance with time-scales. Before the start of the TP the TPC would seek to approve the Action Plan with HCC's TPO if revisions are made to the action plans submitted as part of this Travel Plan.

Key Stages Pre-Occupation

6.4 In order to meet the key objectives of this TP, it is essential that a number of measures are implemented at an early stage. The objectives set out within this TP should be reviewed annually by the TPC of each respected use to ensure that targets remain relevant and achievable. Prior to first occupation the TPC should complete all preliminary tasks identified in the Action Plan included as **Appendix E**.

6.5 Barratt David Wilson Homes and the care home operator would be required to appoint a TPC at least 3 months before first occupation, who's details would be provided to HCC's TPO. The TPC would implement the preliminary tasks agreed within the approved TP Action Plan and prepare a database for holding important contact details (residents, staff, TPO, forums etc.) alongside liaison with other local TPCs. The monitoring for the Care Home element of the development will be the responsibility of the Care Operator.

6.6 If Residents Association Meetings (RAMs) are set up by the developer, the TPC will attend these to gather information from residents to help tailor the Travel Plan Co-ordination. If these are not set up it will be the responsibility of the TPC to attempt to create a steering group to discuss travel planning within the development with the residents. Experience has found that this type of group is not popular and does not gather many attendees, therefore RAMs are preferable.

6.7 A baseline travel survey would be completed within the preliminary period which would last from prior to occupation to 50% occupation. It is proposed that a TRICS SAM survey would be completed within 3 to 6 months after first occupation of the general residential element (regardless of how many units are occupied by this deadline) to ensure baseline travel patterns are captured. Completing a survey at this point allows TP targets to be revised if necessary before the start of the TP.

Key Stages: Following 50% Occupation

6.8 The TP for the general residential element would become fully active following first occupation and would remain active for a period of 5 years following 50% occupation. Given the size of the general residential development this is likely that full occupation would take approximately 24 months from first occupation. The ultimate aim of the TP is for residents and staff of the care home to take over the day to day implementation of the TP and for it to become firmly embedded within the local community once the official monitoring period is finished. This ensures residents who move in early still receive the TP promotion material and have the opportunity to change their travel habits early.

6.9 The Action Plan agreed with HCC's TPO at the preliminary stage would be expanded upon over the lifetime of the TP, thorough the implementation of a variety of measures. These measures would be determined through liaison with residents, staff, HCC's TPO and other key players (for example other local TPC's). These measures are discussed in further detail in the remainder of this section, and are included in the Action Plan; contained as Appendix E.

6.10 The TPC for each use would also provide contact details and a finalised action plan; complete with dates, costs and measures to HCC TPO prior to occupation. Throughout this process the TPC should be in direct contact with HCC's TPO, to give confidence to HCC that preliminary tasks are being completed.

Modal Measures: Walking and Cycling

6.11 This TP has previously summarised the local walking and cycling networks and facilities that would be promoted to residents and staff throughout TP works. The accessibility review suggests that cycling and walking are attractive travel modes for short journeys towards Drayton Local Centre, and could be used to access local facilities surrounding the site.

6.12 The TPC would encourage the use of local walking and cycling routes/facilities through promoting local and national walking/cycling campaigns and events e.g. Cycle to Work Day. To further encourage cycling the TPC would seek to secure discounts at local stores, with information on local cycling routes provided on the community notice board (if available) or as part of the Travel Plan Welcome Pack. This would maximise the potential for residents/staff to take up cycling or walking as their main transport mode.

Modal Measures: Public Transport

6.13 Within 200m from the site accesses there are two pairs of bus stops (to the east and west) equipped with seating, timetables and shelters (except the eastern E-Bound bus stop). The services which are provided from the these stops present a good opportunity for residents and staff to travel sustainably to local amenities such as the GP surgery, post office and supermarkets as well as amenities within Bedhampton Town Centre, Portsmouth, Southsea and Havant. Public Transport services within the site vicinity also present an opportunity to staff and visitors who wish to commute within the local and wider area.

6.14 Although the nearest railway station is 2km away from the site, it is accessible by bus and bike. Bedhampton Railway Station is an 8-minute cycle or approximately an 8 minute journey on the Number 23 bus service. Therefore, those travelling by train would be encouraged to cycle or take the bus to the train station.

6.15 Maximising residents, visitors and staff's use of local public transport would be further supported through ensuring awareness of these facilities, highlighting the costs and benefits in comparison to single occupancy vehicle use and providing information on bus times and services along with train timetables. The TPC would also maintain dialogue with local transport operators, seeking development discounts and promotions where appropriate.

Modal Measures: Car Sharing

6.16 On occasions where car use is unavoidable the TPC would seek to promote car sharing through the use websites such as https://hants.liftshare.com. Promoting sustainable driving practices such as car sharing helps to reduce pollution and congestion. The Hants Lift Share website provides information about car sharing and helps members to find potential car sharing partners.

6.17 The TPC would provide residents with information of fuel efficient practices and the benefits of car sharing.

Modal Measures: Home/ Remote Working

6.18 Working from home and utilising mobile technology would be promoted across the residential development within the site. Working from home/ remote working has become a popular way to work for many companies. Whilst the TP has limited scope to influence workplace practices it can ensure that residents are aware of the developments in smarter working technology and encourage them to enquire with their employers.

6.19 This TP has not identified specific targets for other modes such as motorcycle or taxis. Should the monitoring exercises and communication with residents, staff and visitors identify a strong interest in other travel modes, the TPC would seek to explore these through dialogue with local key players such as HCC's TPO.

Sustainable Route to School

6.20 Information packs would be provided for families with school age children detailing information on the sustainable routes to catchment schools (Bidbury Infants and Juniors and Warblington School). This will include targets and incentives (such as stickers, wall charts etc) to help encourage the uptake of sustainable travel to school.

Local Area and Other Site Users

6.21 This TP should not develop in isolation from the local community and therefore the TPC would seek to maximise liaison and communication between local resident groups and community groups. The TPC would also promote local facilities and encourage the promotion of sustainable travel options to visitors and work alongside other local TPC's.

Visitors

6.22 Travel Plans should also encourage and extend sustainable travel opportunities to site visitors who may travel to or from the site. Visitors will have access to the TP's website and will be able to make an informed decision about how they may travel to/from the site. Resident and staff's own positive sustainable travel experiences should have a knock-on effect to visitors.

Financial Incentives: Travel Gifts

6.23 The TPC would seek to negotiate a 'Travel' Gift' incentive in the form of a bus or cycle voucher for the residents of the site's C3 residential development. This incentive would be negotiated with local bus operators and local cycle shops. The TPC would aim to secure a £50 voucher towards cycling equipment or bus tickets and once issued the voucher would be valid for 3 months.

6.24 Whilst this 'Travel Gift' would only be provided for the C3 residential development the TPC would seek to negotiate a discount or incentives for residents and/or staff of the care home. The incentives for the care home would be investigated by the TPC however, many residents of the care home would likely quality for concessionary bus passes also.

7. TRAVEL PLAN IMPLEMENTATION, MONITORING AND ENFORCEMENT

The Travel Plan Coordinator (TPC)

7.1 The role of the TPC would be part-time over the course of the TP with mutual support from Barratt David Wilson Homes, residents and staff. For the general residential element of the site the TP would be operated by an external consultant whilst the TP for the care home would be coordinated by an internal member of staff, most likely the practice manager. The TPC is responsible for implementing and monitoring the TP through collaborat on with residents and staff to ensure that they are included at every stage.

7.2 More specifically, the role of the TPC requires:

- Overseeing the development and implementation of the TP;
- Obtaining and maintaining commitment and support of the TP;
- Designing and implementing an effective marketing strategy and raising awareness;
- Staying informed on policy changes, campaigns, promotions, services, facilities and information/promotional material,
- Acting as the point of call for all TP enquiries;
- Maintenance of local area walking/cycling information;
- Promotion of local and national events e.g. walk to work week;
- Co-ordinating the monitoring programme for the TP including organisation of surveys; and
- Liaising with HCC, HBC, the care home operator and Barratt David Wilson Homes.

7.3 On appointment (3 months prior to occupation) contact details of the TPC for each use would be provided to HCC's TPO, to ensure that a clear dialogue is possible from the first introduction of the TP.

Travel Forums

7.4 The TPCs would be required to attend any local Travel Forums and community group or resident association meetings. These will be used as a technique to make sure that the TP is well coordinated and remains relevant and understood by residents, staff and local networks.

Surveys and Feedback

7.5 The TPCs would undertake a consistent monitoring approach for the implementation of the TP, with the following aims in mind:

- Ensuring that surveys are undertaken at defined intervals;
- Ensuring that all are informed of the TP's aims and objectives including the HCC TPO, residents and the developer; and
- That the TP is being adopted, at least in part by the local community/residents beyond the life of the monitoring period.

7.6 This TP's approach acknowledges the above and the proposed monitoring approach for the general residential development is displayed in **Table 11** and summarised in the subsequent paragraphs.

Baseline Survey	End of Year 1	End of Year 3	End of Year 5
Site Baseline TRICS SAM Survey (3-6 months after first occupation)	TRICS SAM Survey (1 year after 50% occupation)	TRICS SAM Survey	TRICS SAM Survey

Table 11: Travel Plan Strategy

7.7 Within 3 to 6 months of first occupation of the general residential element a baseline survey would be conducted in accordance with the TRICS SAM Survey methodology to identify accurate site specific travel patterns for residents and staff. Following 1 year after 50% occupation TRICS SAM surveys would be undertaken biennially at the end of years one, three and five in order to confirm the developments modal shares.

7.8 The proposed care home element of the scheme would follow the same timescales as the general residential monitoring strategy. Baseline travel surveys would be obtained within 3-6 months after first occupation, at the end of year 1, 3 and 5 instead of TRICS SAM surveys to ensure all movements of that of staff, visitors and residents are accurately recorded. An example travel survey is included within **Appendix F**.

7.9 The results of the surveys would be made available for all general residents to view on the developments dedicated TP website and should also be included in all newsletters and on any community notice boards. Information of care home survey results would be displayed on a notice board within the care home.

7.10 After each survey has been completed a monitoring/progress report would be produced and submitted to HCC within 3 months of the survey taking place. The report would include information on the following:

- Percentage of occupation;
- Survey Results;
- Review of targets and position to achieve targets;
- Summary of measures implemented during the year; and
- Evidence of communication and marketing.

7.11 The TPCs, once appointed, should liaise with HCC's Travel Plan Adviser for information on iTrace and review whether this online survey facility should be used to support the monitoring of the Travel Plans.

7.12 Whist the minimum response rate for such surveys is 35% (as requested by HCC Travel guidance), experience of other sites within the county suggests that response rates can vary significantly and that a rate of 10% is more realistic. Therefore, the target response rate for the questionnaire surveys in year 1 associated with the care home only would be 35%, with an 'aspirational' response rate of 35% for years 2 and 4, with a minimum response rate of 10% for years 2 and 4.

Marketing and Communication

7.13 The creation of a recognisable and identifiable TP logo would be completed by the TPC. This would be used on all TP material and used within the coordinated marking campaign meeting and communication forms listed below:

- Travel Plan Welcome Pack (Biannually) (for general residential only);
- Newsletter (6 monthly);
- Sustainable routes to school newsletters (Biannually) (for general residential only);
- Posters for community notice boards, and
- Social Media Pages.

7.14 Specific Welcome Packs have not been provided for the care home element given the intended end users of the development and the fact that such residents are less able and are unlikely to travel unaided. Instead travel information would be provided on a noticeboard where staff, visitors and residents could view.

Travel Planning Website

7.15 The TPC would provide a site-specific website (such as Paul Basham Associates' Travel Planning Website: pbatravelplan.com/), which would provide information on site accessibility and sustainable travel opportunities. The website should be updated at least twice a year. It could also provide information on and promote the following and in the long term it could be maintained by local residents:

- Introduction to the TP;
- Accessibility Map;
- Links to Walking, cycling and public transport journey planners;
- Link to HCC's 'My Journey' personal planning tool;
- TP Newsletters;
- TP Welcome Pack;
- TP survey results;
- Local travel plan forum minutes; and
- Local travel news/ advertisements.

Overcoming Barriers to Success

7.16 Should the annual progress review identify shortfalls in the TP's progress (with consideration to any unforeseen circumstances beyond the control of the TPC) the TPC would work with the TPO to identify possible areas for improvement, new measures to try and the period in which such remedial actions should be completed. The evolution of the TP would highlight aspects that were successful and those having little impact and this would guide the choice in any remedial measures.

7.17 Potential barriers may be created by mismanagement of the TP. To prevent these barriers from being created the TPC should have ongoing coordination with HCC.

7.18 Whilst specific remedial measures have not been identified within the Travel Plan, such remedial measures would be identified through discussions with HCC Travel Plan Officers. The 5 year budget for implementing the Travel Plan Coordination works would be sufficient to ensure that remedial measures could be implemented. Such as if one measure is not working in Year 1, there would be budget in Year 2 to rectify this and change to new measures if needed.

7.19 The developer would also be committed to paying the following HCC travel plan monitoring and evaluation fees based on the size of the development:

- £1,500 Initial Evaluation Fee
- £3,000 Annual Monitoring Fee (£15,000 total cost over 5 active years)

7.20 This Travel Plan should be secured by a Section 106 Agreement with HCC to help ensure a successful Travel Plan. A separate bond value for each land use (Residential and Care Home) would be agreed through the Section 106 process based on the Costed Action Plans provided within this Travel Plan. A portion of the bond value would be returned to BDW and the care operator following the successful implementation of the Travel Plan Coordination works.

Community Handover

7.21 Following the completion of the TP, the site should be operating in a sustainable manner with the promotion of sustainable travel methods embedded in the community's practices. The handover strategy should from a key subject in annual liaison with HCC's TPO and the developments residential association as the TP draws to an end. As normal, and through the liaison with HCC's Travel Plan monitoring team it is expected that the Travel Plan would last and be funded for 5 years, as outlined within this Travel Plan. Through attendance at Resident Association Meetings or Steering Groups local residents should have the necessary tools and experience to continue the Travel Plan on a voluntary basis.

8 CONCLUSION AND SUMMARY

8.1 This Travel Plan has been prepared by Paul Basham Associates to support a full planning application for the development of 320 general residential units and a 66-bed care home at Forty Acre Farm, Bedhampton.

8.2 A Travel Plan is a strategy that aims to manage the access demands of a site by ensuring that the travel needs of its users are met by a range of transport modes. A Travel Plan is an evolving process informed by site visits and discussions between key stakeholders including HCC to ensure that targets remain relevant and achievable.

8.3 This TP's primary aim is to reduce the reliance on the private car whilst increasing the use of sustainable transport modes thus creating a sustainable development by reducing the impact of the developments travel demands, and by raising awareness of sustainable travel practices available to residents, staff and visitors.

8.4 This TP has proposed indicative TP targets and measures that have been based on modal splits calculated from 2011 Census data. These targets and measures would be reviewed, revised and agreed with HCC's TPO before the start of the TP. A baseline TRICS SAM survey would be undertaken between 3-6 months after first occupation to establish baseline modal splits. The overall aim of the general residential TP would be to decrease single occupancy vehicle trips by 10% over the course of 5 years. Indicative targets have been set for the care home element at a 5% reduction although such targets should be reviewed following the baseline surveys to understand if these targets are realistic and achievable given the end user.

8.5 In order to meet the key objectives of this TP, a number of measures are proposed for implementation from an early stage. Such measures primarily focus on initial infrastructure improvements and establishment of the TP within the site and informing residents and staff of the site's TP. Meeting these measures at an early stage will help the travel plans targets to be achieved in the long-term, supported financially by travel vouchers.

8.6 A baseline TRICS SAM survey would be undertaken between 3 to 6 months of first occupation to help establish targets and site specific modal shares. The TP for the general residential element would become fully active following first occupation and would remain active for a period of 5 years following 50% occupation.

8.7 The TP would require the appointment of a TPC for each site use. Once appointed they would be responsible for each element of the TP's development. The TPC would oversee the implementation of all aspects of the TP and would liaise with HBC, HCC, Barratt David Wilson Homes, the care home operator, residents and staff. The TPC would raise awareness and encourage the use of more sustainable transport modes.

Appendix A

Appendix B



Project Number: 041.0023	Title:	paulbasham ASSOCIATES	Checked By: JL	Checked Date: 20.09.16	Scale: N/A
Project Name: FORTY ACRE FARM, BEDHAMPTON	ACCESSIBILITY MAP		Drawn By: SG	Drawn Date: 09.09.16	

Appendix C

Jessica Lloyd

From: [redacted]
Sent: 10 November 2016 14:40
To: Jessica Lloyd
Subject: Re: 041.0023 Havant Road, Bedhampton - Service Routing
Attachments: Havant Road, Bedhampton.JPG

Jessica - this matter would be one for me and the answer is very simple. We would not want to consider a service diversion as it would cause unnecessary delay to through passengers. I know the area very well and the distance from the bottom of your site to the main road isn't very far and so I believe that as long as there was good quality infrastructure along the Havant Road and suitable safe crossing points then that would be acceptable.

Hope this helps

Regards

Mark

Mark Turner
Commercial Director
Stagecoach South
The Bus Station
Southgate
Chichester
West Sussex. PO19 8DG

[redacted]

Stagecoach (South) Ltd
Registered in England & Wales No. 1673542
Registered Address: Daw Bank, Stockport, SK3 0DU

[redacted]

[redacted]

cc

10/11/2016 14:22

Subject041.0023 Havant Road, Bedhampton - Service Routing

Dear Mark,

I have received your contact details from my colleague Shaan Gartell who I believe you spoke to regarding bus capacity in East Wittering.

I am working on a planning application for a proposed residential development on Havant Road, Bedhampton. Hampshire County Council have requested we engage with Stagecoach who operate two services (21 and 23) along the site frontage of Havant Road to explore the opportunity for these Stagecoach services to divert through the proposed development (to the south of Havant Road) to serve the residents and then re-join Havant Road.

Please could you let me know if you are the best person to liaise with and also what information you would require to assess this. I have attached an image of the site location for your reference, however please note that this application is not yet in the public domain and therefore this project is confidential.

If you have any queries please do not hesitate to get in contact.

Kind Regards,

Jessica Lloyd
Assistant Transport Planner
BSc Geography

Please note I am out the office on Tuesdays

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Registered Address: 10 Dunkeld Road, Perth, PH1 5TW
Registered Number: 100764 in Scotland

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Appendix D

WP7701EW - Method of travel to work (2001 specification) by distance travel

ONS Crown Copyright Reserved [from Nomis on 13 August 2018]

population	All usual residents aged 16 to 74 in employment in the area the week befo
units	Persons
date	2011
area type	local authorities: district / unitary (prior to April 2015)
area name	Havant

Distance travelled to work	All categories: Method of travel to work (2001 specification)	Work mainly at or from home	Train, underground, metro, light rail, tram, bus, minibus or coach	Driving a car or van
All categories: Distance	46,667	4,964	2,921	29,438
Less than 2km	8,486	0	310	4,114
2km to less than 5km	9,375	0	771	6,502
5km to less than 10km	9,861	0	939	7,459
10km to less than 20km	5,254	0	381	4,351
20km to less than 30km	1,502	0	71	1,295
30km to less than 40km	598	0	36	518
40km to less than 60km	448	0	46	371
60km and over	722	0	116	542
Work mainly at or from h	4,964	4,964	0	0
No fixed place	5,457	0	251	4,286

In order to protect against disclosure of personal information, records have been swapped betwee

WP7701EW - Method of travel to work (2001 specification) by distance travel

ONS Crown Copyright Reserved [from Nomis on 13 August 2018]

population	All usual residents aged 16 to 74 in employment in the area the week befo
units	Persons
date	2011
area type	2011 super output areas - middle layer
area name	E02006822 : Havant 018

Distance travelled to work	All categories: Method of travel to work (2001 specification)	Work mainly at or from home	Train, underground, metro, light rail, tram, bus, minibus or coach	Driving a car or van
All categories: Distance	2,891	358	172	1,673
Less than 2km	731	0	27	368
2km to less than 5km	697	0	56	450
5km to less than 10km	467	0	53	341
10km to less than 20km	164	0	10	138
20km to less than 30km	42	0	5	32

30km to less than 40km	21	0	0	19
40km to less than 60km	6	0	3	2
60km and over	14	0	1	12
Work mainly at or from	358	358	0	0
No fixed place	391	0	17	311

In order to protect against disclosure of personal information, records have been swapped betweer

lled to work (Workplace population)

re the census

Bicycle	On foot	All other methods of travel to work
1,587	3,734	4,023
576	2,812	674
498	503	1,101
342	149	972
91	84	347
11	18	107
2	9	33
4	7	20
6	20	38
0	0	0
57	132	731

different geographic areas. Some counts will be affected, particularly small counts at the lowest geo

lled to work (Workplace population)

re the census

Bicycle	On foot	All other methods of travel to work
89	271	328
39	201	96
28	51	112
17	6	50
3	3	10
0	2	3

0	0	2
0	1	0
0	0	1
0	0	0
2	7	54

ı different geographic areas. Some counts will be affected, particularly small counts at the lowest geo

graphies.

graphies.

Appendix E

FORTY ACRE FARM, BEDHAMPTON
CARE HOME
TRAVEL PLAN ACTION PLAN

Actions	Responsibility	Timescale	Hours Spent by Care Home Staff	Care Home Staff Hourly Rate £15
Care Operator/Travel Plan Co-ordinator (TPC) Instruction and Confirm TPC's role	Care Operator/TPC	Prior to development commencement	Prior to Implementation of TP	£0
Provision and maintenance of on-site pedestrian link and buggy store/cycle store	Care Operator	Prior to development commencement and for development life span	Prior to Implementation of TP	£0
Contact HCC TPO for information on local travel events and confirm Action Plan	TPC	Prior to development commencement	2	£30
Prepare and distribute a Travel Welcome Pack/ Community Posters	TPC	Within 3 months of first occupation	5	£75
Prepare notice board with relevant transport service information	TPC	Within 3 months of first occupation	3	£45
Investigate Travel Gifts or discounts for staff and residents	TPC	Upon completion of baseline surveys	2	£30
Monitoring Stages - Surveys and Feedback				
Baseline Staff Travel Survey	Care Operator	Within 3-6 of first Occupation	2	£30
End of Preliminary Phase Report and revise targets where necessary	Care Operator	End of Preliminary Phase	4	£60
TOTAL				£270

Actions	Responsibility	Timescale	Hours Spent by Care Home Staff (per year)	Care Home Staff Hourly Rate £15	Cost for 5 years
Personal Travel Planning (General TPC Activities)					
TPC to liaise with residents / staff to discuss local travel	Care Operator	Ongoing	30	£450	£2,250
Promotion of local area's key facilities and players thorugh information/maps/photographs	TPC	Ongoing			
Maintenance of community/staff notice board with local public transport network/facilities maps, timetables and information and local area walking/cycling routes/duration map for residents	TPC	Ongoing			
Maintenance of local area walking / cycling route map and public transport information	TPC	Ongoing			
Keep up to date on local walking, cycling, public transport and car-sharing initiatives	TPC	Ongoing			
Provide residents and visitors with travel/transport guides and assist resients apply for concessionary bus passes	TPC	Ongoing			
Marketing and Communications					
Travel Newsletters	TPC	6 monthly	7	£105	£525
Annual staff/community Poster	TPC	Annual	3	£45	£225
Website update	TPC	1-2 a year	4	£60	£300
Residents/Friends/Family Meeting Attendance	TPC	1-2 a year	15	£225	£1,125
Monitoring Stages - Surveys and Feedback					
Annual Progress Review	Care Operator	End of Year 1, 3 and 5	3	£45	£135
Liaison with HCC	Care Operator	End of Each Year	2	£30	£150
Resident/Staff Travel Survey	Care Operator	Years 1, 3 & 5	5	£75	£375
TOTAL					£5,085

TOTAL TPC Cost	£5,355

Project Details	
Scheme	Forty Acre Farm, Bedhampton
No. of Units	66
Consent Date	TBC
1st Unit Occupation Target	TBC
Full Occupation Target	TBC
Applicant	TBC
Local Authority	Havant Borough Council
LA Travel Plan Officer	TBC
Travel Plan Author	SN
Travel Plan Co-ordinator	TBC

Version	Date	TPC Author				Comment
1	Apr-18	SN				
2	Aug-18	SRW				Updates as per Highways Comments
3	Oct-18	JL				Added Costings based on hourly rate

FORTY ACRE FARM, BEDHAMTPON
GENERAL RESIDENTIAL TRAVEL PLAN ACTION PLAN

Actions	Responsibility	Timescale
Travel Plan Co-ordinator (TPC) Instruction, Establish Database and Confirm TPC's role with HCC	Barratt David Wilson Homes/ TPC	3 months prior to Occupation
Relevant TP logo and identity established	TPC	Prior to Occupation
Set up marketing campaign including online web page	TPC	Prior to Occupation
Development of sustainable routes to school packs	TPC	Prior to Occupation
Development and distribution of Welcome Packs	TPC	Prior to Occupation
Site Visit and Training of Sales Staff to introduce TP and incentives available	TPC	Prior to Occupation
Provision of Cycle Parking	Barratt David Wilson Homes	Prior to Occupation
Determine communication strategy including attendance at resident meetings, newsletters, webpage and use of any external communication forms	TPC	Prior to Occupation
Prepare TP action database for logging/recording	TPC	Prior to Occupation
Liaise with Cycle Shop and Bus Operator and organise voucher and/or discounts	TPC	Prior to Occupation
Provide Maps of cycle and pedestrian routes and the distances to local facilities and destinations on the website and in the welcome pack	TPC	Prior to Occupation
Monitoring Stages - Surveys and Feedback		
Arranging TRICS SAM Survey	TPC	Within 3-6 months of first occupation
End of Preliminary Phase Report and revise targets where necessary	TPC/HCC	End of Preliminary Phase
	Preliminary Costs	£7,000

Actions	Responsibility	Timescale	Year 1 (start at 50% Occupation)	Year 2	Year 3	Year 4	Year 5	Total
Personal Travel Planning (General TPC Activities)								
Liaison with residents re: PTP and distribution of travel vouchers	TPC	Ongoing	£3,640.00	£7,200.00	£4,320.00	£4,320.00	£4,320.00	**£23,800.00**
Attend Resident Association Event / Group meetings / Attempt to set up Steering Group	TPC	Ongoing						
Promote sustainable routes to school	TPC	Ongoing						
Promote car sharing	TPC	Ongoing						
Maintain dialogue with local public transport service operators for service changes and promotions	TPC	Ongoing						
Maintenance of local area walking / cycling route map and public transport information	TPC	Ongoing						
Keep up to date on local walking, cycling, public transport and car-sharing initiatives	TPC	Ongoing						
Promote local area key facilities, including walking and cycling	TPC	Ongoing						
Promote Walk to Work Week	TPC	Ongoing						
Cooperation and coordination with local, regional an national campaigns and events	TPC	Ongoing						
Promote Bike Week and local cycling routes	TPC	Ongoing						
Promote care sharing schemes such as Hampshire Lift share	TPC	Ongoing						
Provision of information on local road network routes, cost comparison tables, fuel efficiency practices and fuel efficient vehicles and local electric vehicle charger provision	TPC	Ongoing						
Promote and explore opportunities to co-ordinate deliveries	TPC	Ongoing						
Marketing and Communications								
Newsletters/ Leaflets	TPC	Biannually	£ 1,000	£ 1,000	£ 1,000	£ 1,000	£ 1,000	**£ 5,000**
Sustainable routes to school Leaflets	TPC	Biannually	£ 500	£ 500	£ 500	£ 500	£ 500	**£ 2,500**
Website	TPC	Minimum of 2 updates per year	£ 500	£ 500	£ 500	£ 500	£ 500	**£ 2,500**
Site Visit/Audit/Event	TPC	Annual Event	£ 1,000	£ 1,000	£ 1,000	£ 1,000	£ 100	**£ 4,100**
Monitoring Stages - Surveys and Feedback								
Progress Review	TPC	End of Years 1, 3 and 5	£ 750		£ 750		£ 750	**£ 2,250**
Liaison with HCC/PBC	TPC	End of Each Year	£ 500	£ 500	£ 500	£ 500	£ 500	**£ 2,500**
Arranging and Review of TRICS SAM Survey	TPC	End of Years 1, 3 and 5	£ 1,000		£ 1,000		£ 1,000	**£ 3,000**
Handover	TPC	End of Year 5					£ 500	**£ 500**
		Year Estimates	£ 13,440	£ 10,700	£ 9,570	£ 7,820	£ 9,170	**£ 51,150**
							Preliminary Stage + Year Estimates	**£ 58,150**

Project Details	
Scheme	Forty Acre Farm, Bedhampton
No. of Units	320
Personal Travel Planning Budget per unit	£ 90
Total Personal Travel Planning Budget	£ 28,800
Consent Date	TBC
1st Unit Occupation Target	TBC
Full Occupation Target	TBC
Applicant	Barratt David Wilson
Local Authority	Havant Borough Council
LA Travel Plan Officer	TBC
Travel Plan Author	SN
Travel Plan Co-ordinator	TBC

Version	Date	TPC Author	Comment
1	Apr-18	SN	
2	Aug-18	DPW	Update to LA Planning Comments

Appendix F

XXX Travel Survey

Thank you for taking the time to complete this travel survey. This will help us help you and your local travel. Please complete all sections!
Don't forget to fill out your details at the end!
You can send your completed survey to:

- ❑ Email: travelplan@paulbashamassociates.com
- ❑ Or you can fill this out via **Survey Monkey** on...
- ❑ Hand to the House Director

Welcome to XXX! This survey will help us (your travel plan coordinators) understand a little more about your travel choices and your local travel. Please return the survey to us via email or fill it out online using the survey monkey link above. Please answer ALL questions, and fill out your details on the back page.

SECTION A: YOUR JOURNEYS

1. Please tell us if you work full time or part time:

☐ Full time
☐ Part time

2. For the past 5 days please indicate (with a tick) how you travelled to work:

	Day 1	Day 2	Day 3	Day 4	Day 5
Bus					
Cycle					
Car Alone					
Car Share (passenger/ driver)					
Motorcycle/scooter					
Train					
Walk					

3. Please tell us why you chose to travel by your primary method of travel (most common method over 5 day period) (please tick all that are relevant)

- Journey time
- Reliability/ quicker than alternatives
- Health reason
- Cost
- Comfort/personal safety
- Environmentally friendly
- Other _____

4. Please paint a picture of your journey to work.

Start Postcode: _____
Time I leave start postcode: _____
Time I arrive at work: _____
Time I leave work: _____

5. Please indicate how frequently you use an alternative form of travel to commute to work.

	Always	Sometimes	Rarely	Never
Bus				
Cycle				
Car Alone				
Car Share (passenger/ driver)				
Motorcycle/scooter				
Train				
Walk				

SECTION B: TRAVEL CHOICES

6. If you travel by car, why do you travel by car?
(Please tick all that are relevant)

- Car essential to perform job
- Reliability/Quicker than alternatives
- Health reason
- Lack of alternative/Costs
- Comfort/Personal safety
- Things to do on way home
- Other please specify

_____

7. Which of the following would most encourage you to cycle (or cycle more if you already do so)? (Please specify up to 3)

- Better cycle storage
- Cycle training/safety courses
- More information on cycle routes
- Better cycle equipment/maintenance
- Nothing would encourage me to cycle more
- Other (please specify)

_____

INSERT COMPANY LOGO

8. Which of the following would encourage you to travel by bus or train (or more if you do this already)? (Please specify up to 3)

- More direct routes
- More frequent/reliable services
- Better facilities at stops/station
- Increased safety measures
- Better connection from home to the station/bus stop
- Nothing would encourage me to use the bus/train more
- Other (please specify)

9. Which of the following would most encourage you to car share (or more if you already do so)? (Please specify up to 3)

- Car share scheme at work
- If I knew people to car share with
- More similar journeys
- If it did not affect my daily routine (e.g. when to leave)
- Nothing
- Other (please specify)

SECTION C: TRAVEL INCENTIVES

10. Does your employer offer a salary sacrifice scheme? (i.e Cycle to Work Scheme)

- Yes
- No
- Unsure

11. What would be your preferred salary sacrifice scheme?

- Cycle to Work
- Train discount scheme
- Bus discount scheme
- Other

If you wish to discuss any part of this survey further please do not hesitate to contact us at: Paul Basham Associates, Lancaster Court, 8 Barnes Wallis Rd, Fareham, PO15 5TU

Tel: 01489 668134

Email travelplan@paulbashamassociates.com

Thank you for your time, and we look forward to hearing from you!

Thank you

Care Home Resident Travel Survey Example

Thank you for taking the time to complete this travel questionnaire. This will help us help you and your local travel.
If you have any queries then please contact your Travel Plan Coordinators via:

❑ Email: travelplan@paulbashamassociates.com

❑ Post: Paul Basham Associates, Lancaster Court, 8 Barnes Wallis Rd, Fareham, PO15 5TU

Hello Care Home Residents! Please answer ALL questions as this survey will help us (your Travel Plan Coordinators) understand a little more about your journeys and your local travel. We would like to thank you for your time.

1. What is your room number at Care Home Development?

Room Number:

2. How long have you been a resident at Care Home Development?

Less than a month
1-6 months
7-12 months
1-3 years/since opening

3. Would you say that you know the area of XXXXX well?

Yes
No
Could know more

4. Please tell us where you make your most frequent journey to:

5. What mode of transport do you use on this most frequent journey?

Public Bus
Cycle
Car Alone
Car Share
Motorcycle/Scooter
Walking
Other

6. Would you consider using another form of transport on this journey?

Yes
No

7. What would encourage you to try a new way of making this journey? And is anything stopping you from trying something new?