



Hampshire
County Council

Legal Services

Dated 04 November 2025

Hampshire County Council
and
Bargate Homes Limited

Deed of Agreement for Highway Works at
Southleigh Park House,
Eastleigh Road, Havant, PO9 2PE, also known as Southleigh Park Phase 2 Site
Accesses pursuant to (inter alia) section 278 and section 38 Highways Act
1980

Legal/CGB/135946/V010725
Def Ref 001035

David Kelly
Deputy Director Legal Services and
Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

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Date

04 November

2025

1 Parties

- 1.1 **Hampshire County Council** of The Castle Winchester Hampshire SO23 8UJ ('the County Council')
- 1.2 **Bargate Homes Limited** (Company Registration Number 05626135) whose registered office is situated at Peninsular House, Wharf Road, Portsmouth, England, PO2 8HB ('the Developer')

2 Background

- A The County Council is the Highway Authority for Hampshire and the local planning authority for the purposes of the Highways Act 1980 and a local planning authority for the purposes of section 106(3) of the 1990 Act for the area within which the Land is located
- B The Developer is the registered proprietor with title absolute of the Land registered at Land Registry under Title Number HP220538 for the benefit of which Land the Works are carried out
- C The Developer is desirous of entering into this Agreement for the purposes of securing the carrying out of the Works as defined in this Agreement and the Developer has agreed that they will pay the cost of construction and maintenance of the Works
- D The Developer now wishes to dedicate as public highway that part of the Land upon which the Works are to be constructed which does not currently form part of the public highway and the County Council agrees to accept such dedication and adopt that part of the Land and the Works as highway maintainable at public expense on the terms and conditions set out in this Agreement
- E The County Council is satisfied pursuant to section 278 of the Highways Act 1980 that it will be of benefit to the public for the County Council to enter into this Agreement for the execution of the Works at the expense of the Developer which Works the County Council is authorised to execute pursuant to the Highways Act 1980 or are the subject of the Planning Permission

Agreed Terms

3 Interpretation

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

'Act'	the Highways Act 1980
'As Built Information'	all documents and information listed in Schedule 2 paragraph 16 and in accordance with Hampshire County Council's Technical Guidance Note TG24 - Scheme Handover to Asset Owners (available at www.hants.gov.uk/transport/developmenters/technical-guidance)
'CAVAT payment'	the sum of £50,031 (FIFTY THOUSAND AND THIRTY ONE POUNDS) in respect of the Capital Asset Value of Amenity Trees (CAVAT) assessment methodology being the monetary compensation for the loss of highway tree assets}
'CDM Regulations'	the Construction (Design and Management) Regulations 2015
'Certificate of Completion'	a certificate issued by the County Council confirming the Works have been executed to the County Council's satisfaction and in accordance with the approved Drawings, Specification and any recorded and agreed changes during the Works and can be placed on maintenance

'Certificate of Maintenance'	a certificate issued by the County Council following the expiry of the Maintenance Period
'Chartered Engineer'	a person registered as an engineer with the Engineering Council as having the technical knowledge and practical experience to satisfy the Engineering Council's preferred requirements
'Commuted Sums'	the sums payable in accordance with Schedule 3 as compensation for future maintenance by the County Council of the Works in accordance with the County Council's Commuted Sums Policy Guidance available at https://www.hants.gov.uk/transport/developers/commuted-sums
'Competent Engineer'	a qualified engineer, who has the technical knowledge and practical experience to satisfy the requirements to be employed under a Construction Contract in accordance with Schedule 2, paragraph 6.1 and 6.2 and who is independent from the Contractor
'Construction Contract'	the contract between the Developer and the Contractor for the purposes of providing the Works which provides for the appointment of a Competent Engineer

'Contractor'	a contractor who complies with the section 278 Guidance for Developers document June 2021 ('Appointing a Contractor') prepared by the Director (as modified and extended by any supplements and revisions) appointed by the Developer to undertake the Works
'Default Event'	the Developer being subject to an Insolvency Event
'Deputy Director'	the County Council's Deputy Director Legal Services and Monitoring Officer or such other officer or officers as may from time to time be primarily responsible for the provision of legal advice to the County Council
'Director'	the County Council's Director of Universal Services or Hampshire 2050 (as the case may be) or such other officer or officers as may from time to time be primarily responsible for the County Council's functions duties and responsibilities as a Highway Authority pursuant to the Act
'Drawing(s)'	the drawings listed at Schedule 1 and attached at Appendix 2
'Guidance Notes'	the 'Highway Development Agreements Guidance' and 'Section 278 Guidance for Developers' prepared by the

	Director to inform the Developer of the processes practices and procedures required by the County Council when undertaking design and works on a highway under s278 of the Act
'Hampshire County Permit Scheme'	the Traffic Management (Hampshire County Council) Permit Scheme Order 2022 dated 17 February 2022 made pursuant to the Traffic Management Act 2004 (available at https://documents.hants.gov.uk/highways/permit-scheme-order-2022.pdf)
'Hampshire Street Lighting PFI Contract'	the contract relating to the provision and maintenance of street lighting and illuminated traffic signage pursuant to the Government's Private Finance Initiative
'Highway Condition Survey'	a highway condition survey which will identify the current condition of the highway in the vicinity of the Land (the extent of which survey shall be agreed by the County Council) and such condition survey is in accordance with 'Section 278 Guidance for Developers' document published by the County Council
'Insolvency Event'	means the occurrence of any of the following where the Developer a) is a corporation:

- i) it has an administrative receiver or receiver appointed over the whole or part of the Developer's assets or suffers the appointment of an administrator; or
- ii) any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or
- iii) an application is made for an administration order in relation to the Developer; or
- iv) an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice is given of an intention to appoint an administrator by the Developer or its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- v) a receiver or manager is appointed in relation to any property or income of the Developer; or

- vi) a liquidator is appointed in respect of the Developer; or
- vii) a voluntary winding-up of the Developer is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- viii) a petition is made for a winding-up order for the Developer; or
- ix) the Developer is struck-off from the Register of Companies; or
- x) the Developer otherwise ceases to exist.
- b) is an **individual**:
 - i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or
 - ii) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the

	making of a bankruptcy order against the Developer.
	(c) where the Developer is a local authority : The issuing of a notice pursuant to section 114 of the Local Government Finance Act 1988
'Inspection Deposit'	a sum equal to 5% per cent of the tender value of the Works (excluding services and statutory undertaker diversion costs) as approved by the County Council or £5,000 (whichever is the greater) being a sum on account of the County Council's reasonable costs incurred in inspecting and administering the Works
'Interest Accrued'	the interest accrued on any Security Deposit provided to the County Council pursuant to this Agreement such interest to be calculated at the Bank of England Base Rate minus 0.5%
'Land'	the land for the purposes of identification only shown edged red on plan 245001/P000A attached at Appendix 1 having the benefit of the Planning Permission
'Maintenance Period'	a period of at least 12 months following the date of the Certificate of Completion
'Management Plan'	a works management plan produced by the Developer

showing how in the course of planning and construction of the Works the Developer will:

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

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

'OPI'	the construction output price indices for all construction published by the Office for National Statistics
'Orange Land'	that part of the Land shown coloured orange on Drawing 6281-MJA-SW-XX-DR-C-664 Rev P5 attached at Appendix 2 such land to be dedicated pursuant to this Agreement
'Parties'	the parties to this Agreement and unless the context otherwise requires 'Party' shall refer to any one of the Parties
'Planning Permission'	the planning permission reference APP/17/00863 granted on 30 January 2019 by Havant Borough Council for the development of the Land requiring the Works
'Programme'	the programme for execution of the Works submitted to the County Council by the Developer at the Developer's expense and agreed in writing by the County Council pursuant to Schedule 2 paragraph 1.1 which programme shall include but not be limited to: start dates, access dates, key dates and completion dates, the order and timing of operations of the contractor employed to undertake the Works, traffic management operations,

resources employed and allowances for others as required for undertaking the Works.

'Road Safety Audit (or
'RSA')

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

'Security Deposit'

a cash deposit provided by the Developer in the sum of £177,776.08 (ONE HUNDRED AND SEVENTY SEVEN THOUSAND SEVEN HUNDRED AND SEVENTY SIX POUNDS AND EIGHT PENCE)

'Snag Item'

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

'Snag Rectification
Period'

a period of one (1) month following communication of the Snag Item by the County Council to the

'Specification'

Developer unless otherwise agreed with the County Council in writing the 'Manual of Contract Documents for Highway Works: Volume 1 Specification for Highway Works' published by TSO as modified and extended by any supplements and revisions and further as modified and extended by

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

all as in force at the date of

commencement of the Works

'Structures'

any structure or structures (as the context so requires) as defined in Design Manual for Roads and Bridges – Document CG 300 –

Technical Approval of Highway
Structures and Structures shall be
construed accordingly

'Technical Approval'

the approval issued in respect of
the Works by the County Council in
their role as overseeing
organisation under the Design
Manual for Roads and Bridges or
as local highway authority under
Manual for Streets 1 & 2 in
accordance with the County
Council's latest published
requirements and technical

standards such approval being in
the form of an approved design
audit report including in respect of
tasks or items secured within that
report that are to be undertaken by
the Developer as part of the Works
a road traffic regulation order or
orders pursuant to the Road Traffic
Regulation Act 1984 (as amended)
or any other enabling legislation

'TRO'

'TSO'

The Stationery Office Limited
(company number: 03049649) and
whose registered office is at 18
Central Avenue, St. Andrews
Business Park, Norwich, England,
NR7 0HR

'Working Day'

any day Monday to Friday inclusive
excluding bank or public holidays
between the hours of 0830 and
1630 and the expression 'Working

Days' shall be construed
accordingly
'Works' the highway works described in
Schedule 1 and which includes any
works that are required to give
effect to any TRO, any works
shown on drawings and
specifications within the Technical
Approval, any ancillary works
required as a result of a Road
Safety Audit and any remedial
works required to resolve Snag
Items

- 3.2 Where in this Agreement reference is made to any clause Schedule Appendix or paragraph such reference (unless the context otherwise requires) is a reference to a clause, Schedule or Appendix of this Agreement or to a paragraph in a Schedule
- 3.3 Where the context so admits words importing the singular include the plural and words importing the plural include the singular
- 3.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner
- 3.5 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 3.6 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act of Parliament for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act of Parliament or deriving validity from it
- 3.7 The headings and contents list are for reference only and shall not affect construction

- 3.8 References to 'in writing' shall unless otherwise specified within this Agreement include email
- 3.9 References to 'including' means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and 'include' shall be construed accordingly
- 3.10 The Parties agree that the Schedules and Appendices to this Agreement form part of the Agreement and are incorporated as if the same had been set out in full as terms in the main body of the document except that where there is any conflict between the terms of this Agreement and the content of the Schedules or Appendices the clauses of this Agreement will prevail

4 Statutory powers

- 4.1 This Deed of Agreement is made pursuant to sections 38 and section 251 under the Act and section 278 of the Act and section 111 of the Local Government Act 1972 and section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and section 106 of the Town and Country Planning Act 1990 and all other enabling powers including the Localism Act 2011
- 4.2 For the purposes of Section 251 of the Act the County Council certifies that this Agreement is made in connection with the County Council's functions as Highway Authority under the Act
- 4.3 All the covenants contained in this Agreement shall be binding upon the Developer and their successors in title to the Land

5 General matters

- 5.1 Where any agreement certificate or approval is to be given by the County Council under the terms of this Agreement then the same shall be in writing and not be unreasonably withheld or delayed
- 5.2 Any notice required to be served by the Developer under this Agreement or to comply with legislation is to be served by the Developer in writing and shall reference the following CGB/135946 and shall not be deemed to be given until received by the County Council at The Castle, Winchester, Hampshire SO23 8UJ and addressed to the Deputy Director or to such addressee as the County Council may from time to time stipulate
- 5.3 Any notice required to be served by the County Council under this Agreement or to comply with legislation is to be served by the County

Council in writing and shall reference the following The New Barn, Vicarage Farm, Business Park, Winchester Road, Fair Oak, Hampshire SO 50 7HD and shall not be deemed to be given until received by the Developer at the address set out in this Agreement.

6 Execution of Works

6.1 The Developer covenants with the County Council

6.1.1 To carry out at the Developer's own expense and at no cost to the County Council the Works described in Schedule 1 as contractor for the County Council in a good and workman like manner and with proper materials and in accordance in all respects with the terms and conditions set out in this Agreement (which for the avoidance of doubt includes Schedule 2)

6.1.2 Not to commence or permit commencement of the Works unless and until

- a) a Programme for the Works has been submitted to the County Council and subsequently that any variation is agreed with the County Council in accordance with Schedule 2
- b) the Developer has received Technical Approval from the County Council for the Works
- c) the Contractor holds the appropriate street works permit in accordance with the provisions of Hampshire County Permit Scheme
- d) the Developer has applied (at their own expense) for any permanent and/or temporary TRO required for the Works to be lawfully undertaken and completed and further covenants at all times during the Works to have in place any permanent or temporary TRO required for the Works to be lawfully undertaken and completed

6.1.3 To carry out at the Developer's own expense the Road Safety Audit which for the purpose of this clause shall include either RSA 3 or interim RSA 3 and if deemed necessary by the County Council RSA 4

- 6.1.4 That following completion of the Road Safety Audit pursuant to clause 6.1.3 the Developer shall carry out at the Developer's own expense such alterations to the Drawing(s) and Works (which may also include statutory consents and any other drawings) as may be reasonably required to ensure the safety of users of the highway
- 6.1.5 To remediate Snag Items within the Snag Rectification Period (at the Developer's own expense) unless otherwise agreed in writing by the County Council
- 6.2 To notify the County Council in writing as to the date the Works are opened to the public no later than one month thereafter in addition to and without prejudice to the issuing of the Certificate of Completion
- 6.3 To provide the As Built Information within 1 (one) calendar month from the date of the notification pursuant to clause 6.2 confirming the Works are open to the public
- 7 Street lighting**
- 7.1 The Developer covenants that the Developer shall maintain access to all apparatus that is part of the Hampshire Street Lighting PFI Contract and where this is not possible the maintenance responsibility for that apparatus shall be removed from the Hampshire Street Lighting PFI Contract and shall pass to the Developer and **further** where the Developer removes or relocates any apparatus that is part of the Hampshire Street Lighting PFI Contract the maintenance responsibility for that apparatus shall be removed from the Hampshire Street Lighting PFI Contract and shall pass to the Developer
- 8 Indemnity**
- 8.1 The Developer indemnifies and shall keep indemnified the County Council in respect of all actions claims demands fees charges expenses and proceedings (which for the avoidance of doubt shall include the County Council's reasonable surveyors and legal costs in dealing with the matter) arising out of or in connection with or incidental to the carrying out of the Works and any works required by any statutory undertaker including any costs expenses and penalties incurred by the County Council in the event the Developer exceeds the timescale specified in the Programme other

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

9 Public liability

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

10 Land compensation claims

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

11 Dedication

- 11.1 The Developer dedicates the Orange Land as public highway including where appropriate a right for mechanically propelled vehicles such dedication to take effect from issue of the Certificate of Completion **provided that** on default by the Developer of any of the terms of the Agreement the County Council shall have the right to enter the Orange Land to complete the Works (and recover its costs in so doing) and in this case dedication shall be effective from the date of such entry

12 Security deposit

- 12.1 On or before completion of this Agreement the Developer shall provide to the County Council the Security Deposit and if the Developer fails at any time to complete the Works to the County Council's satisfaction and/or to pay any sums due to the County Council pursuant to the terms of this Agreement including for the avoidance of doubt any payments due under clause 20.1.1 and/or to carry out and/or to observe any of the terms and/or covenants and/or conditions and/or stipulations on its part contained in this Agreement and/or in the event of a Default Event occurring the County Council may use such sum or sums from the Security Deposit as may be required by the Director in order to complete the Works or reinstate the highway or complete such alternative works as the Director considers appropriate and remedy any Snag Items prior to the Works becoming maintainable at the public expense or occurring or discovered during the Maintenance Period and not rectified within the Snag Rectification Period and the cost of any other sums due pursuant to the terms of this Agreement and such further sum or sums as the Director considers necessary to fully reimburse the County Council in respect of any costs and/or expenses incurred by the County Council in the enforcement of the terms and/or covenants and/or conditions and/or stipulations on the part of the Developer under this Agreement together with the full cost to the County Council of preparing an alternative contract or contracts and of supervising the execution of any alternative contract and completing such alternative works and/or reinstatement of the highway as the Director in his absolute discretion considers appropriate **provided that** upon issue of the Certificate of Completion the County Council will repay to the Developer so as to reduce the sum held by up to 70% of the Security Deposit or to the sum of £10,000.00 whichever is the greater value and **further that** if the County Council has used part of the Security Deposit in accordance with this clause then the remaining sum held shall not be reduced and **provided further that** upon issue by the County Council of the Certificate of Maintenance the balance of the Security Deposit plus any Interest Accrued on the Security Deposit shall be repaid to the Developer within a reasonable period of time

13 Payments on the date of this Agreement

- 13.1 The Developer further covenants with the County Council to pay to the County Council on or before the date of this Agreement
- 13.1.1 the whole of the reasonable legal costs incurred by the Deputy Director in the preparation of this Agreement and
- 13.1.2 the administrative and management costs incurred by the Director in the preparation of this Agreement
- 13.1.3 the Security Deposit in accordance with clause 12.1

14 Payments prior to commencement of the Works

- 14.1 The Developer further covenants with the County Council to pay to the County Council
- 14.1.1 on demand and in any event prior to commencement of the Works the Inspection Deposit
- 14.1.2 on demand and in any event prior to commencement of the Works the reasonable cost to the County Council of approving the detailed contract drawings, specification and any relevant reports for the Works including the cost of approval of preliminary design check drawings and structural approvals (less any pre-check fees already paid to the County Council) on account of such costs
- 14.1.3 prior to commencement of the Works the full cost to the County Council of any TRO's (either permanent, temporary or experimental) or road hump notices required to facilitate the Works
- 14.1.4 on demand and in any event prior to commencement of the Works the CAVAT payment

15 Payments prior to issue of Certificate of Completion

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

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

15.1.2 on demand and in any event prior to the issue of the Certificate of Completion

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

16 Payments prior to issue of Certificate of Maintenance

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

16.1.1 on demand and in any event prior to the issue of the Certificate of Maintenance

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

e) any other outstanding sums due pursuant to this Agreement

17 Payment on demand

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

18 County Council's covenants

18.1 The County Council covenants with the Developer as follows:

- 18.1.1 That the County Council authorises the Developer and the Contractor to carry out the Works within the public highway subject to and strictly in accordance with this Agreement including the terms conditions and stipulations in Schedule 2
- 18.1.2 That upon completion of the Works in accordance with the approved drawings, Specification and any recorded and agreed changes during the Works to the satisfaction of the County Council the County Council will issue a Certificate of Completion and as from the date of the Certificate of Completion that part of the Works as are at the date of this Agreement within the public highway or which are on that part of the Land which will become public highway pursuant to clause 11 of this Agreement shall become maintainable at public expense **save that** for the Maintenance Period the Developer shall maintain the Works and after the expiry of the Maintenance Period and **provided always** that the Works have been fully maintained as aforesaid and that any defects appearing or safety issues identified during the Maintenance Period have been made good and all sums due under this Agreement have been paid the County Council shall thereupon issue a Certificate of Maintenance **provided further that** the County Council shall be at liberty to delay the issue of the Certificate of Maintenance if in the County Council's opinion the

Works are likely to be subjected to heavy loading or used by construction vehicles driven by or on behalf of the Developer or his or its servants and agents or contractors or other developers in connection with road or building works carried out on the Land or on adjoining land in any which cases the Maintenance Period shall be extended accordingly

19 Further Agreement between Parties

19.1 It is further agreed between the Parties that:

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

20 Non-compliance

20.1 Without prejudice to the terms of this Agreement:

- 20.1.1 If the Developer fails to execute or complete the Works in accordance with its obligations under this Agreement the County Council shall after not less than fourteen (14) days' notice in writing to the Developer (or immediately in any case of emergency or danger) be entitled to complete the Works or reinstate the highway or complete such alternative works as the County Council considers appropriate using its own employees or by contract or otherwise (entering the Land if necessary to do so)

and to recover the full costs as certified by the County Council from the Developer and **further** the Developer covenants with the County Council to pay such costs in full within 10 Working Days of receipt of a written demand from the County Council

- 20.1.2 After the expiry of the notice period set out in clause 20.1.1 or immediately in the case of emergency or danger the authority given to the Developer under clause 1818.1.1 shall be revoked immediately upon the County Council exercising its powers set out at clause 20.1.1
- 20.1.3 If the Developer fails to comply with the approved Mud Method Statements, the County Council reserves the right to close any access to the Land until such time as the public highway is made safe

21 Arbitration

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

- 21.1.1 The Expert shall
 - a) have at least ten years post qualification experience in the subject matter of the dispute and shall:
 - b) be appointed subject to an express requirement that he reaches a decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 30 Working Days from the date of his appointment to act

- c) be required to give notice to each of the Parties inviting each of them to submit to him within 10 Working Days of his appointment written submissions and supporting material and shall afford to each of the said Parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material and the Expert shall disregard any representations made out of time
 - 21.1.2 the Expert's decision shall be given in writing within 15 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 15 Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said Parties
- 21.2 It is declared and agreed between the Parties that nothing in clause 21 shall be taken to fetter the ability of the County Council to seek legal redress of any breach of the obligations entered into by the Developer in this Agreement
- 22 **Miscellaneous**
 - 22.1 The Developer agrees that the Works are for the benefit of the Land
 - 22.2 If the Works have not commenced in accordance with the terms of this Agreement within two (2) years of the date of this Agreement then the Agreement shall (**save always** for any outstanding liabilities on the part of the Developer) absolutely determine and cease to have any effect unless otherwise agreed in writing between the Parties.
 - 22.3 For the **avoidance of doubt** reference wherever it appears in this Agreement to the Developer shall not include any successor to the Developer in respect of the authority granted to the Developer to carry out the Works pursuant to this Agreement
 - 22.4 Reference whenever it appears in this Agreement to any statute or other legislation shall include any amendment thereto or other regulations Codes of Practice or other directions made or given there under
 - 22.5 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement confers or purports to confer any rights to

- enforce any of the terms and provisions of this Agreement on any person who is not a Party or a successor in title to a Party
- 22.6 The Parties agree that if any part of this Agreement shall be declared unlawful, unenforceable or invalid by a court of competent jurisdiction then (to the extent possible) the remainder of this Agreement shall continue in full force and effect
- 22.7 Any delay, neglect or forbearance on the part of the County Council in enforcing (in whole or in part) any provision of this Agreement shall not be a waiver nor be deemed to be a waiver of that provision or any other provision and shall not in any way prejudice the right of the County Council under this Agreement.
- 22.8 This Agreement shall be registered as a Local Land Charge

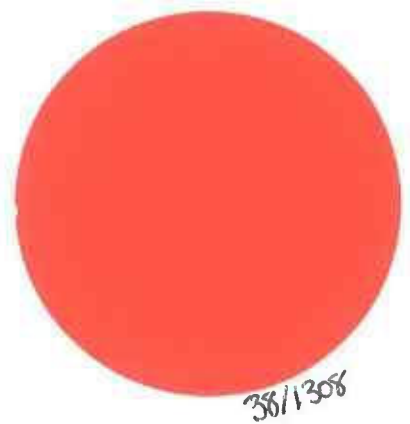
This Agreement including the Drawings, Schedules and Appendices has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

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

[REDACTED]
Authorised Signatory

Name [REDACTED]

Position *AUTHORISED OFFICER*



Executed as a Deed by
Bargate Homes Limited

Acting by a director
in the presence of [REDACTED]

Director

Witness sign [REDACTED]

Witness name [REDACTED]

Witness address [REDACTED]

Schedule 1- Description of Works

The Works referred to in this Agreement which are subject to Technical Approval by the County Council and shown in principle on Drawing(s)

6281-MJA-SW-XX-DR-C-664 Rev P5 and 6281-MJA-SW-XX-DR-C-652 Rev C1
attached at Appendix 2

shall comprise the provision of:-

- 1.1 Provision of 3 new accesses off Eastleigh Road, Havant for a new Bargate Homes development of Southleigh Park House.

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

Schedule 2 - Terms and Conditions of Works

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

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

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

HMMP applicable to highway structures shall be obtained from the County Council before details are submitted for approval

- 3 The Developer shall notify the County Council as follows:
 - 3.1 In accordance with the provisions of the Hampshire County Permit Scheme
 - 3.2 At least 24 hours prior to the commencement of each and every stage of excavation and construction operations associated with highway structures
- 4 At least 3 months prior to commencement of the Works the Developer shall give notice to each statutory undertaker for the time being of any service(s) which may be affected by the Works of the proposal to carry out the Works or which might be required in consequence of the Works and shall place orders and pay any costs to all statutory undertakers for all works to their mains or services necessitated by the Works and shall relocate all street furniture affected to the satisfaction of the County Council
- 5 The Works shall be signed and protected to at least the standards of the Traffic Signs Manual Chapter 8 2nd Edition published by TSO in and the Safety at Street Works and Road Work A Code of Practice published by Department of Transport and the proposed arrangements shall be approved in writing by the County Council before the Works commence
- 6 The Works shall be constructed:
 - 6.1 Under the terms of a Construction Contract, unless agreed otherwise by the County Council
 - 6.2 Under the direction and instructions of a Competent Engineer. The Competent Engineer shall be authorised to issue instructions to the Contractor in the normal execution of duties under the Construction Contract;
 - 6.3 In accordance with the Specification, detailed contract drawings and Programme, prepared in accordance with the Guidance notes, unless any changes to the Works are agreed in writing by the County Council during the course of construction. The Competent Engineer shall be responsible for negotiating, agreeing and implementing any required changes;
- 7 During the progress of the Works the County Council shall have free access to every part of the Works to inspect the same as they proceed and all materials used or intended to be used therein and the Developer shall give effect to any reasonable requirements made or reasonable direction

- given by the County Council to conform to the approved detailed contract drawings the Specification and the Programme
- 8 The Developer shall not cover up any works without the approval of the County Council and shall afford full opportunity for it to examine and measure any work which is about to be covered up and to examine foundations before permanent work is placed thereon and shall give at least three (3) working days' notice to the County Council whenever any such work or foundations is or are ready for examination
- 9 The County Council shall have power in its reasonable discretion to test or require the testing of materials plant and workmanship used or proposed to be used in the Works and to reject any materials plant or workmanship so tested which it may reasonably find to be not in accordance with the approved detailed contract drawings and the Specification
- 10 The Developer shall as soon as is reasonably practicable replace or repair any materials, plant or workmanship which have been found to be not in accordance with the approved detailed design drawings and Specification.
- 11 Immediately prior to the issue of the Certificate of Completion (and also if required by the County Council prior to issue of the Certificate of Maintenance) on site Road Safety Audits in accordance with the relevant section of the Design Manual for Roads and Bridges (GG 119 Road safety audit) and Hampshire County Council's Technical Guidance Note TG18 shall be carried out by the Developer in the presence of the County Council and arising there from the County Council shall be at liberty to require such alterations to the approved detailed contract drawings and to the Works at the expense of the Developer as may be reasonably required to ensure the safety of users of the highway
- 12 The Works shall be completed to the satisfaction of the County Council in accordance with the timescale specified in the Programme or any variation to the Programme agreed by the County Council
- 13 To protect the County Council's legitimate interest as Highway Authority and the effective operation of the public highway, should the Works not be completed to the satisfaction of the County Council in accordance with the timescales specified in the Programme, the Developer shall, if required by the County Council, pay to the County Council on demand a sum

proportionate to the disruption caused to the public highway by the delayed works (in accordance with the County Council's Technical Guidance Note TG22 and Code of Practice for the Co-ordination of Street Works)

- 14 The Developer shall not at any time give consent to the erection by any telecommunications operator of telegraph poles or telephone poles or to the erection by any statutory undertaker or public or private company firm or individual of any overground or underground equipment without the consent in writing of the County Council
- 15 The Developer shall fully maintain the Works for the Maintenance Period and shall make good any Snag Items or other defects or damage which may arise or be discovered during such Maintenance Period
- 16 The Developer shall as part of the As Built Information (and always prior to the issue of the Certificate of Completion) provide the County Council with the following
 - 16.1 CCTV Drain Survey together with details of gully manhole and catchpit locations in an agreed GPS format; and
 - 16.2 an up-to-date Electrical Installation Certificate and schedule of test results in respect of any street lighting in accordance with BS7671 or any amendment/replacement thereof and which certificate shall be signed by a competent person in accordance with Appendix 6 of the BS7671 in a format approved by the County Council; and
 - 16.3 written confirmation from the Developer that the street lighting apparatus complies with the 'Accrual Required Standards' issued by the County Council pursuant to the Hampshire Street Lighting PFI Contract
 - 16.4 in respect of highway structures a maintenance manual to include suitable scale electronic data sets and paper sets (if required) of 'as built' drawings soil reports records of materials tested Health and Safety file and revised forms AIP and associated certificates
 - 16.5 accurate 1:500 scale of 'as built' drawings supplied dwg format (packaged with any associated cross references) and PDF format
 - 16.6 records of the earthworks showing sources of material used in areas of fill, description of fill materials descriptions of sub-grades in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the earthworks

- 16.7 records of the sources of supply of all other manufactured materials (including drainage goods fencing materials traffic signs electrical components and cables etc)
- 17 The Developer shall as part of the As Built Information (and always prior to the issue of the Certificate of Maintenance) provide the County Council with any updated information as may be required by the County Council to the items within paragraphs 16.1 through to 16.7 of this Schedule

Schedule 3 – Schedule of Rates for Commuted Sums

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

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

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

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

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

1 Details

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

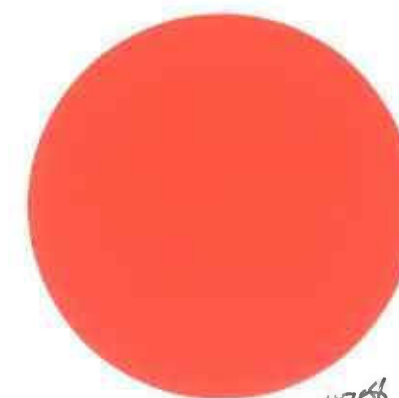
based on the Construction Output Price Indices for All Construction and the Developer's election is set out in clause 15.1.1

- 1.6 If the interest rate used to calculate unit cost B is to be fixed, an interest rate of 4% calculated on a compound annual basis shall be applied to unit cost A for the period from the date of 2 years after the agreement until the date of payment
- 1.7 If the interest to calculate unit cost B is to be based on the Construction Output Price Indices (OPI) for All Construction, an average OPI rate for each financial year will be calculated by the County Council based on the Construction Output Price Indices for All Construction indices published by the Office for National Statistics. The interest rate calculated for each financial year will be applied to unit cost A for any subsequent corresponding years. Where there is no calculated average for the current financial year, the previous annual average rate will be applicable
- 1.8 In the event that the average OPI rate for each financial Construction Output Price Indices (OPI) for All Construction, for any given financial year is negative (i.e. shrinks) no interest will be applicable and rates will revert back to unit cost A
- 1.9 To calculate unit cost B (interest charged after 2 years) the County Council will use the following formula
 - 1.9.1 the Base Date Index (B) is the index at the base date.
 - 1.9.2 the Latest Index (L) is the index at the anniversary of the base date.
 - 1.9.3 the Price Adjustment Factor is $(L - B)/B$ for the index linked to it.
 - 1.9.4 the index used to calculate the Price Adjustment Factor is the Construction Output Price Indices for All Construction (OPI) published by The Office of National Statistics
 - 1.9.5 the Base Date for indices is January (The final index figures for this month shall be used).

Appendix 1 - Land Plan



Site boundary



381/356

Southleigh Park House Site Location Plan

Southleigh Park
The Snell and Wilcox Ltd Pension Plan

0 50 m



Dwg no/245001/P000A

Revision

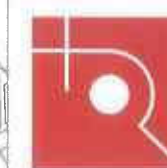
24 July 2017

Drawn by:
JC

Checked by:
JH

Scale: 1:2,500 @A3

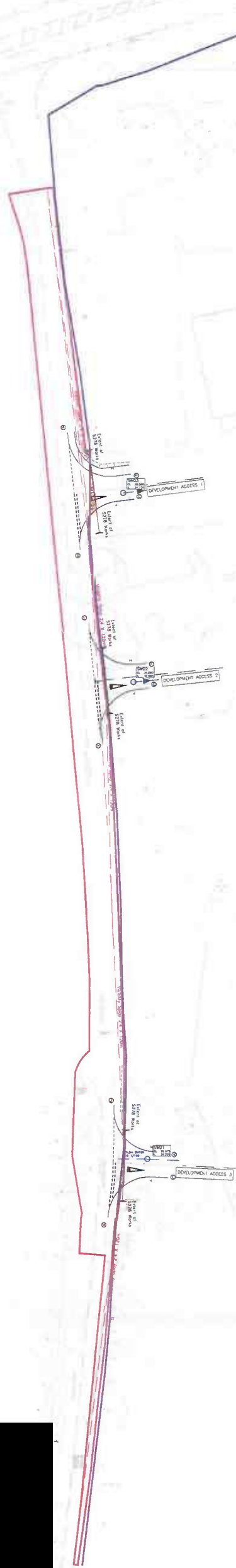
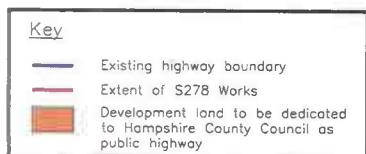
Southleigh Park House Site Location Plan
The Snell and Wilcox Ltd Pension Plan
Drawing no/245001/P000A
24 July 2017



TERENCE
ROURKE

Architect
100-102 High Street
London
E1 1BB
020 7463 1111
www.terencerourke.co.uk

Appendix 2 - Works Drawings



This drawing is to be read in conjunction with
all other drawings listed below

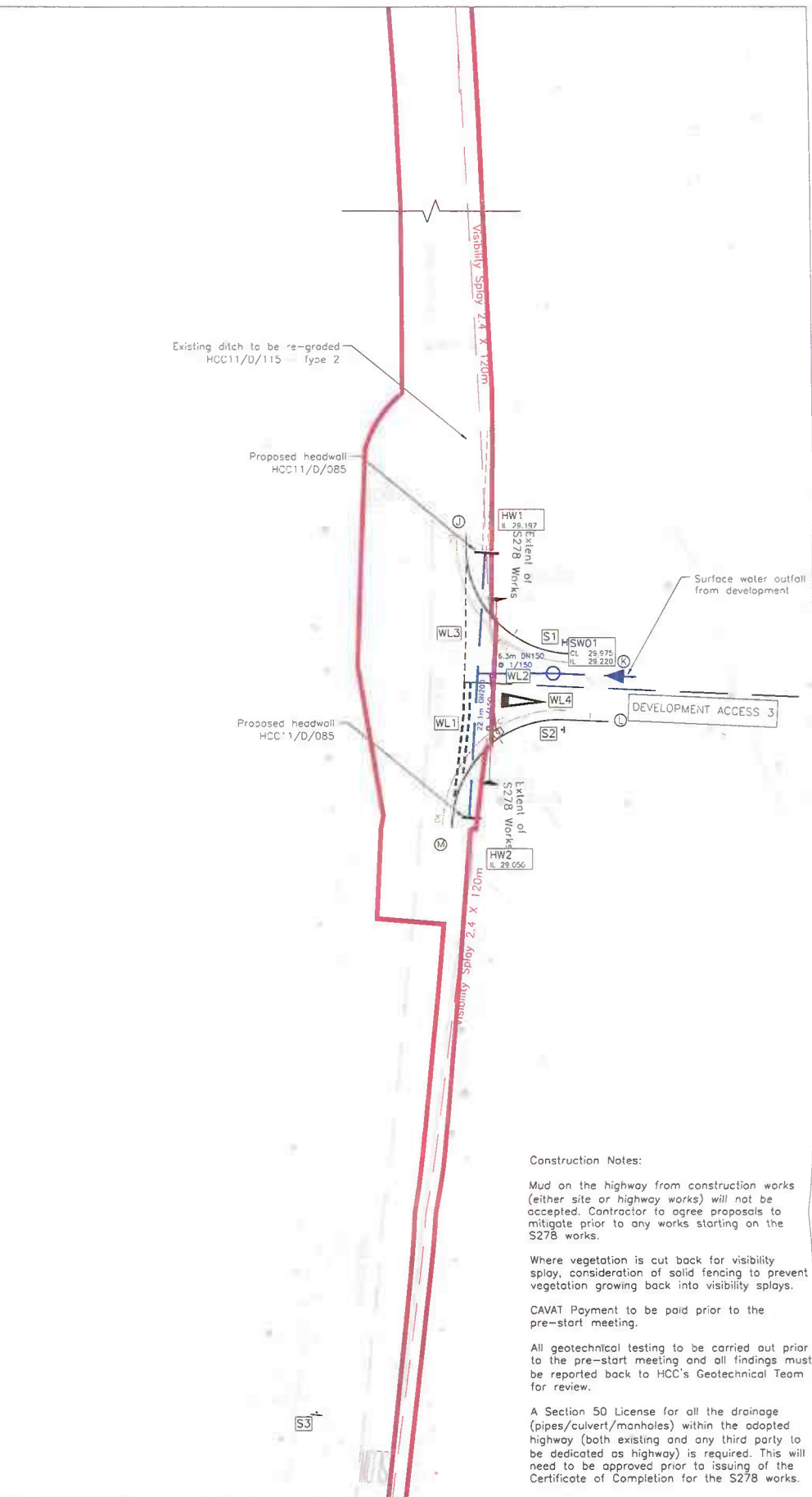
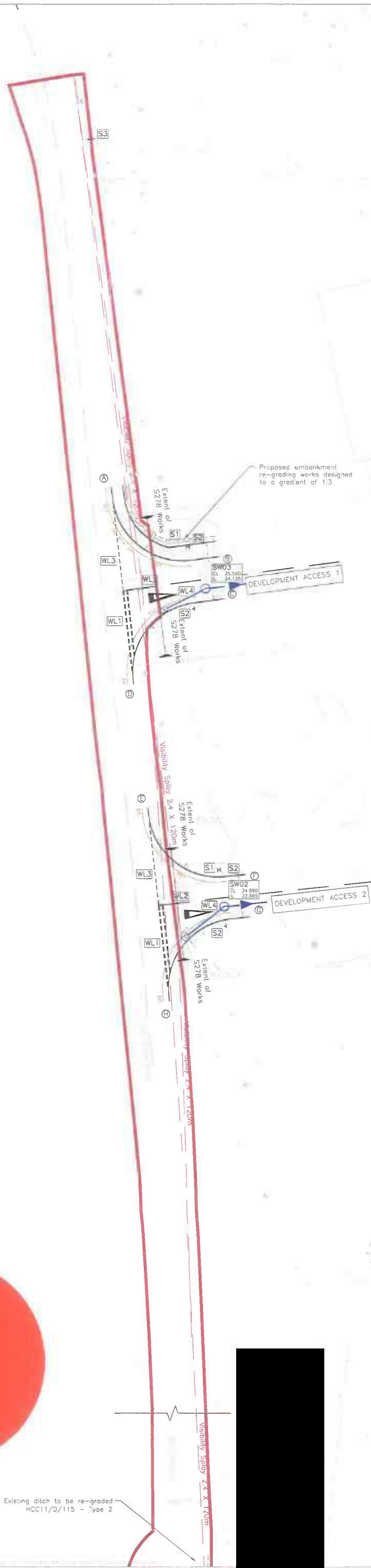
6281:650	Topographical Survey
6281:651	Site Clearance
6281:652	General Arrangement
6281:653	Surfacing Plan
6281:654	Levels Layout
6281:655	Contours Layout
6281:656	Crown and Channel Profiles
6281:657	Construction Details
6281:658-663	Sweep: Path Analysis
6281:664	Land Plan
6281:665	Culvert Details

Notes:

All works to be in accordance with the Design Manual for Roads and Bridges and the specifications issued by Hampshire County Council.

P5	03.02.25	Viewport extent adjusted to provide additional context 'or site identification	WSR	<TG	
P4	25.08.23	Extent of S278 works updated	WSR	<TG	
P3	11.05.21	Drawing amended in line with HCC technical audit comments	WSR	<TG	
P2	20.10.20	Junction visibility re-instated 'or Development Access 1.	WSR	<TG	
P1	14.10.20	First issue	WSR	<TG	
REV.	Mo	DATE	DESCRIPTION	DRAWN	CHECKED

Client				
Project	Southleigh Park House, Havant		MJA CONSULTING CIVIL & STRUCTURAL ENGINEERS Ipsom Court, 24 The Quadrant, Abingdon Science Park, Abingdon Oxon, OX14 3YS Tel: 01235 555173 Email: mja@mjaconsulting.co.uk	
Title	Section 278 Works Proposed Junctions Land Plan		Scale: 1:500 @ A1 Status: PRELIMINARY Drawn: WSR Project Engineer: WSR MJA Project No: 6281 Date: 09/2020 Urcing Number: 6281-MJA-SW-XX-DR-C-664 Rev: P5	



Key

- PC1 PC1 Kerb with 100mm upstand. Refer to Hampshire standard detail HCC11/C/010
- PC4 PC4 Kerb with 0mm upstand. Refer to Hampshire standard detail HCC11/C/010
- DK Dropper kerb
- EE Concrete edging laid flush. Refer to Hampshire standard detail HCC11/C/045
- G Gully to discharge to onsite surface water drainage system
- S278 Works Extent of S278 Works

Note

Proposed road name plates to be located outside of the junction visibility splays. Exact location to be agreed with Havant Borough Council post construction

WHITE LINING SCHEDULE

LINE No	REFERENCE No	MARK	GAP	WIDTH	DESCRIPTION
WL1	1003A	600	300	200	Give Way Markings
WL2	1004	4000	2000	100	Centre Line Marking
WL3	1009A	600	300	100	Edge of the carriageway at a road junction
WL4	1023A	-	-	-	Junction Approach Marking

NEW ROAD LAYOUT AHEAD

Sign Reference 370-30

Height	500mm
Width	500mm
Area	0.25 sq m
Material	Class RA2 (12899-1:2007)
Mount Height	2100

Sign Reference 370-40

Height	500mm
Width	500mm
Area	0.25 sq m
Material	Class RA2 (12899-1:2007)
Mount Height	2100

POST(S) & FOUNDATIONS

Mounting Height	Bases	Individual
Number	1	Base Width 300mm
Size	76.1x3.0CHS	Base Length 300mm
Length	3350mm	Base Depth 650mm
Centres	N/A	Base Vol. o/a 0.059 m ³
Illumination	No	Earth Cover 150mm

Scheme Ref -

Sign Ref. 7014	x-height 75.0
Letter colour WHITE	SIGN FACE
Background RED	Width 1000mm
Border WHITE	Height 580mm
Material Class RA2 (12899-1:2007)	Area 0.58sq.m

POST(S) & FOUNDATIONS

Mounting Height	Bases	Individual
Number	1	Base Width 300mm
Size	60.3x3.2CHS	Base Length 300mm
Length	3330mm	Base Depth 800mm
Centres	N/A	Base Vol. o/a 0.072 m ³
Illumination	No	Earth Cover 150mm

This drawing is to be read in conjunction with all other drawings listed below

- 6281:650 Topographical Survey
- 6281:651 Site Clearance
- 6281:652 General Arrangement
- 6281:653 Surfacing Plan
- 6281:654 Levels Layout
- 6281:655 Contours Layout
- 6281:656 Crown and Channel Profiles
- 6281:657 Construction Details
- 6281:658-663 Swept Path Analysis
- 6281:664 Land Plan
- 6281:665 Culvert Details

Notes:

All works to be in accordance with the Design Manual for Roads and Bridges and the specifications issued by Hampshire County Council.

C	28.01.24	Construction issue	WSR	KTG
P8	25.08.23	Extent of S278 works updated	WSR	KTG
P7	12.08.21	Drawing amended in line with HCC technical audit comments	WSR	KTG
P6	11.05.21	Drawing amended in line with HCC technical audit comments	WSR	KTG
P5	02.11.20	Culvert size updated, development outfall indicated	WSR	KTG
P4	20.10.20	Junction visibility re-installed for Development Access 1.	WSR	KTG
P3	14.10.20	Extent of S278 works updated	WSR	KTG
P2	30.09.20	Drawing amended in line with Stage 1/2 Road Safety Audit recommendations	WSR	KTG
P1	09.09.20	First issue	WSR	KTG

REV. No	DATE	DESCRIPTION	DRAWN	CHECKED
1	09.09.20	First issue	WSR	KTG

Client

BARGATE HOMES

Project Southleigh Park House, Havant

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Scale: 1:250 @ A1 **Status:** CONSTRUCTION

Drawn: Project Engineer **MJA Project No:** 6281 **Date:** 09/2020

Drawing Number: 6281-MJA-SW-XX-DR-C-652 **Rev:** C1