

DATED

30 July

2013

ORCHARD HOMES & DEVELOPMENTS LIMITED (1)

and

BROCKHAMPTON PROPERTY INVESTMENTS LTD (2)

And

PORTSMOUTH WATER LIMITED (3)

And

THE COUNCIL OF THE BOROUGH OF HAVANT (4)

and

HAMPSHIRE COUNTY COUNCIL (5)

DEED

Pursuant to (inter alia)

Section 106 of the Town and Country Planning Act 1990

Relating to Land South of Ranelagh Road

Havant in Hampshire

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

THIS DEED is made the 30 day of July
BETWEEN

2013

- (1) **ORCHARD HOMES & DEVELOPMENT LIMITED** (Company Registration Number 03303793) whose registered office is Orchard House, 51-67 Commercial Road, Southampton, Hampshire, SO15 1GG ("the Developer")
- (2) **BROCKHAMPTON PROPERTY INVESTMENTS LIMITED** whose registered office is at Brockhampton Springs, West Street, Havant, Hampshire PO9 1LG (company number 2844731) ("BPI")
- (3) **PORTSMOUTH WATER LIMITED** whose registered office is at PO Box no. 8 West Street, Havant, Hampshire PO9 1LG (Company No. 2536455) ("the Freeholder")
- (4) **THE COUNCIL OF THE BOROUGH OF HAVANT** OF Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX ("the Council") and
- (5) **HAMPSHIRE COUNTY COUNCIL** OF The Castle, Winchester, Hampshire SO23 8UJ ("the County Council")

WHEREAS:

- (1) The Council is the local planning authority for the purposes of the Act and a local housing authority for the purposes of the Housing Act 1985 for the area within which the Land is situate
- (2) The County Council is a local planning authority for the purposes of the Act, the highway authority for Hampshire (save for trunk roads and special roads) and the transport authority for Hampshire for the purposes of the Transport Acts of 1985 and 2000 for the area within which the Land is situate
- (3) The Freeholder is the freehold owner of the Land other than the land within title number SH13588 shown outlined in green on Plan A
- (4) The Freeholder is the freeholder owner of the Meyrick Road Open Space and the Blue Land
- (5) BPI is the freeholder owner of the land within title number SH13588 shown

outlined in green on the Plan A and forming part of the Land

- (6) BPI has the full beneficial Interest in the Land and the Meyrick Road Open Space and the Blue Land
- (7) A certificate from the Solicitor to the Freeholder and BPI has been produced to the Council to the above effect and no other person has an interest in the Land the Meyrick Road Open Space and the Blue Land at law or in equity.
- (8) The Developer has entered into contract with the Freeholder and BPI to buy the Land conditional upon the grant of the Planning Permission
- (9) The Council is the Local Authority for the purpose of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate be conducive and incidental to the Council's functions
- (10) The Developer has submitted the Application for the Development to the Council and the Council being desirous of improving the area and general locality of the Land and wishing to restrict and regulate the development and use of the Land is minded to grant planning permission pursuant to the Application.
- (11) There is a public right of way shown within the Blue Land shaded grey on Plan A

NOW THIS DEED WITNESSETH as follows:

- 1. Statutory Powers
This Deed is made pursuant to:
 - 1.1 Section 106 of the Town and Country Planning Act 1990
 - 1.2 Section 111 of the Local Government Act 1972 to the intent that (save as provided by Clause 17) it shall bind the Owner and the successors in title to each and every part of the Land and its assigns
- 2. Interpretation
 - 2.1 Reference in this Agreement to a Clause Schedule or Recital shall mean a Clause Schedule or Recital to this Agreement
 - 2.2 Headings in this Agreement are for ease of reference only and shall not affect

construction or interpretation of any of the provisions of this Agreement

2.3 In this Agreement where the context so admits:

2.3.1 words importing one gender shall include all other genders

2.3.2 words importing the singular shall include the plural and vice versa

3. Planning Obligations

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

4. Covenants Binding on Commencement

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

5. Definitions

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

"Acoustic Fencing"	Means fencing to be provided within the Red Land to reduce the impact of noise from sources beyond the Land. The extent of the acoustic fencing is shown for illustrative purposes on Plan B
"The Act"	Means the Town and Country Planning Act 1990 as amended.
"Affordable Housing"	means housing which is rented or sold (including an equity share in whole or part) below market levels by means of public or private subsidies such that it can be afforded by those whose incomes are insufficient for them to afford adequate housing locally on the open market.
"Affordable Housing Funding"	means one or more of the following funding sources: a) any funding from the Homes and Communities Agency of finance to subsidise the cost of providing Affordable Housing Units on the Land provided by the Homes and Communities Agency or any such other funding initiatives b) approval or such other indication from the Homes and

Communities Agency that the Land (or part thereof) will be accepted as a reserve and/or strategic site and funding will be made available

c) funding from a Registered Provider in anticipation of a grant allocation or other funding source.

"Affordable
Housing Land"

means that part of the Land to be used for the provision of the Affordable Housing Units

"Affordable
Housing Units"

means that part of the Development comprising 24 residential units (being 30% of the total residential units on the Development) together with car parking spaces as appropriate either within the curtilage of the unit or separate comprising 8no. 1bed flats, 8no. 2bed flats 1no. 2 bed house and 7no. 3bed houses

"Alternative Affordable
Housing
Provider"

means either one or a combination of:

(a) a body registered as a provider of social housing with the Social Housing Regulator under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the Council as may be constituted under any legislation replacing that provision ; or

(b) such other body eligible to receive grant monies from the Council or the Homes and Communities Agency able to lawfully own or manage housing for Qualifying Persons in Housing Need and approved by the Council; or

(c) any company or organisation specialising in the delivery of Affordable Housing and approved by the Council.

"Affordable
Rented Units"

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

Homes and Communities Agency from time to time.

"the Application"	mean the application submitted to the Council by the Developer given reference number APP/12/00772 for the Development
"the Blue Land"	means the area of land shown outlined in Blue on Plan A
"Certificate of Completion"	means the certificate or certificates issued in writing by the Council to the Owner to signify that the Council is satisfied by the completion of the works to which the Certificate of Completion refers
"Commencement"	means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works; archaeological investigation; and erection of any fences and hoardings around the Land and Commence and Commences shall be construed accordingly.
"Common Parts"	means the parts of the Land which do not comprise a dwelling or the curtilage of a dwelling and shall without prejudice to the generality thereof include the On-Site Open Space, unadopted roads, communal parking areas, footways, footpaths landscaped areas, amenity spaces, SUDS, and street furniture
"Completion"	means the practical completion of all Development upon the Land approved by the Planning Permission
"Default Interest Rate"	Means the rate 4% per annum above the Bank of England Base Rate
"the Development"	Means Development authorised by the Planning Permission consisting of the erection of 79 dwellings consisting of 8No. 1 bed flats, 12No. 2 bed flats, 6No. 2 bed houses and 53No. 3 bed houses, construction of access from Ranelagh Road, provision of landscaping, open space and associated works.
"Dwelling"	any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.
"Education"	means the sum of NINETY SEVEN THOUSAND

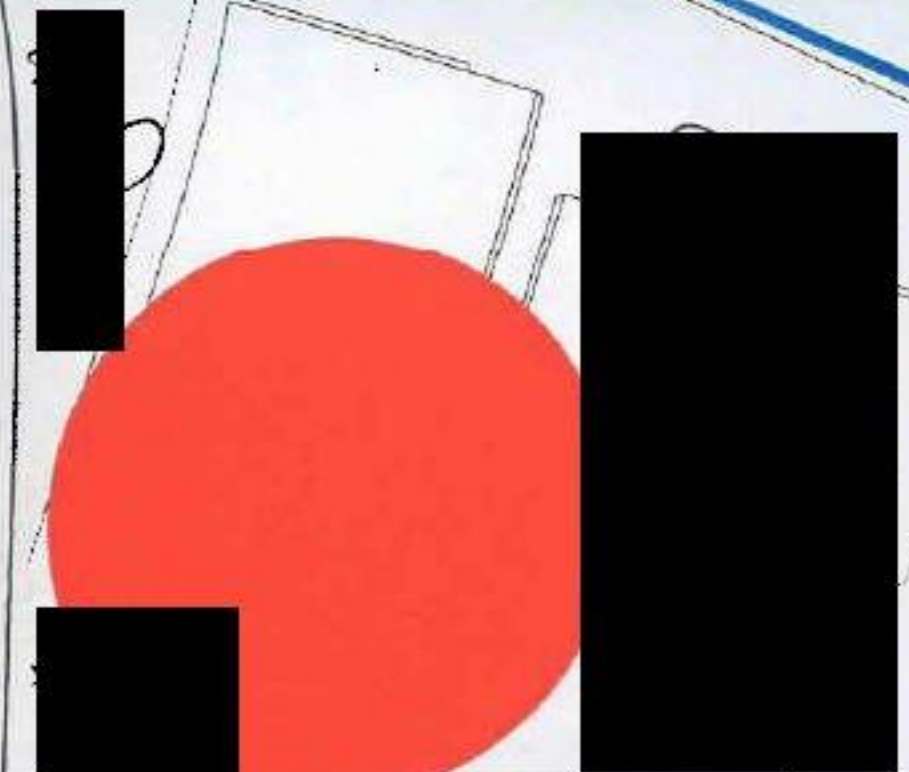
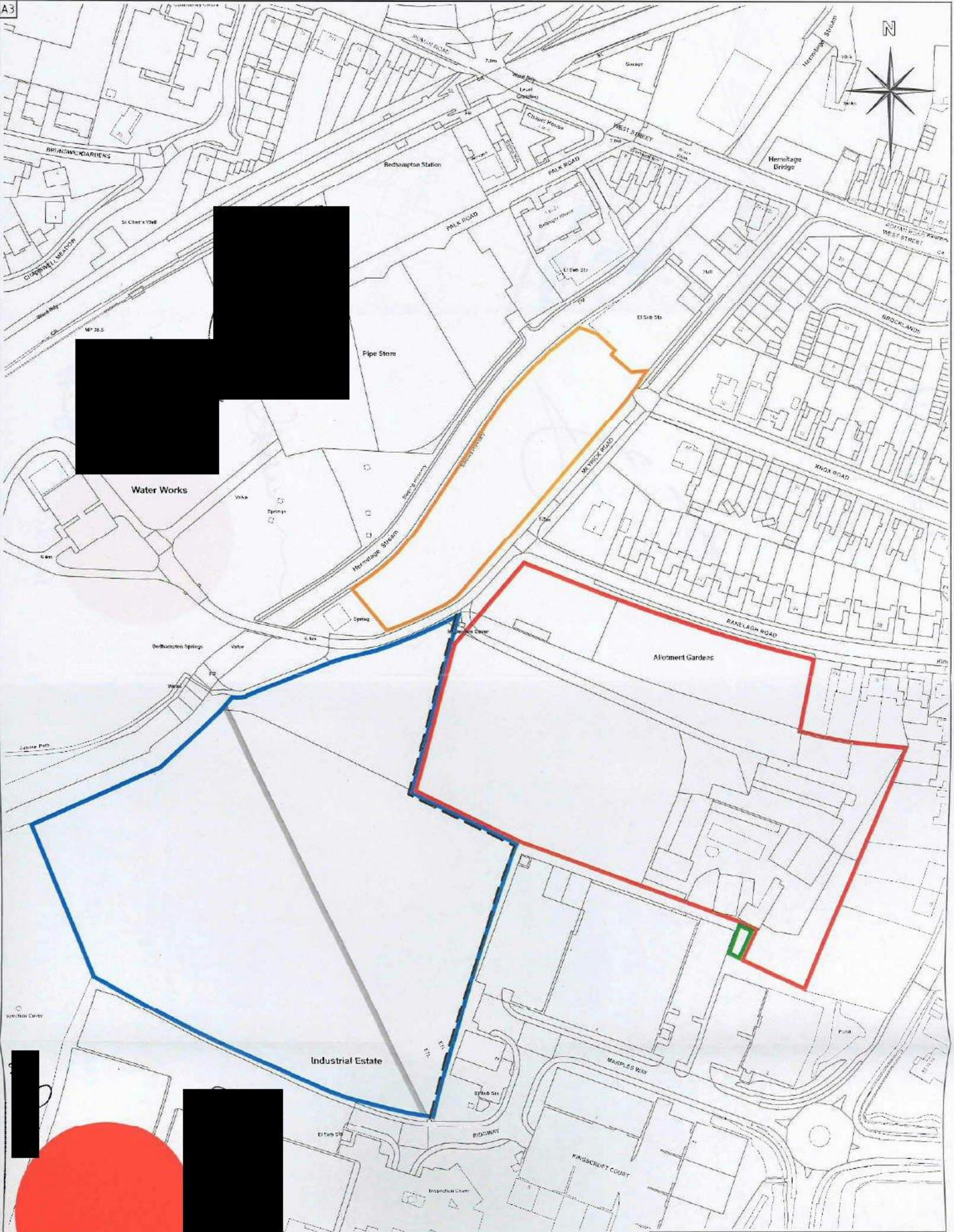
Contribution"	POUNDS (£97,000) being a contribution payable to the County Council together with any indexation on such amount in accordance with Clause 9 towards the cost of providing additional primary school places in the vicinity of the Development
"Eligible Persons"	means persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Council and who are on those registers retained or referred to by the Council from time to time in the discharge of its housing function and the expression "Eligible Person" shall be construed accordingly
"Employment and Skills Plan"	means a scheme for the improvement and benefit of the local labour market and economy, by raising skills and enabling local people to compete for the jobs generated, in a form as set out in Schedule 7 to the satisfaction of the Council.
"Homebuy Agent"	means the body nominated by the Homes and Communities Agency to be responsible for low cost home ownership nominations within the administrative area of the Council or in the event that nobody has been nominated such other body or organisation as the Council shall first approve in writing.
"Homes and Communities Agency"	means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the Council's administrative area by any Registered Provider or if such body ceases to exist or is superseded the equivalent body
"the Highway Contribution"	Means the sum of ONE HUNDRED AND FORTY ONE THOUSAND POUNDS (£141,000) being a contribution (being applied at such time and in such manner as the County Council shall in its absolute discretion determine) to the costs to be incurred by the Council or Hampshire County Council in the provision, improvement and maintenance of Havant Borough Council's Transport Statement and highway works in the vicinity of the Development provided they are necessary for the successful integration of this Development into the local

"Index Linked"	area means increased in accordance with either a) the following formula such indexation shall only be applied in circumstances where the RPI at the date of payment stands at a higher level than it did at 1 April 2013; or b) the Public Sector Index (Non-House building) (PUBSEC) published by the Department for Business Innovation and Skills (multiplied by the regional factor for Hampshire) (or amendment/comparable replacement thereof)
"the Land"	means the land outlined in red and green on Plan A the subject of the Application
"Low Cost Home Ownership"	means homebuy products as defined by the Homes and Communities Agency including Shared Ownership and "Low Cost Home Ownership Units" shall be defined accordingly
"Management Company"	means a company or other body to be charged with the management of the Common Parts in accordance with paragraphs 2 and 4 of Schedule 2
"Meyrick Road Open Space"	means the area of open space to be laid out on the land outlined in brown on Plan A
"Meyrick Road Open Space Works"	means work to provide the Meyrick Road Open Space
"Occupation"	means occupation of any Dwelling comprised within the Development for residential purposes but FOR THE AVOIDANCE OF DOUBT it shall not mean occupation for the purposes of marketing or display or for the purposes of construction, fitting out or decoration or occupation for security purposes and Occupy shall be construed accordingly

"On Site Open Space"	means the area of open space not open for public access to be laid out on the Land as part of the Development as shown for identification purposes only shown on Plan B
"On-site Open Space Works"	means works to provide the On-site Open Space
"Open Market Housing Units"	means that part of the Development which is general market housing for sale on the open market and which are not Affordable Housing Units.
"the Owner"	Means the Freeholder and BPI and in the case of two or more owners each or all of them as owners of any or all parts of the Land and as parties to this Deed of Agreement acting and being obliged by this Agreement jointly and severally who is (or are) described in recitals 3 and 5 of this Agreement being a person or persons identified in accordance with Section 106 (9)(c) of the Act and the term Owner shall include successors in title to the Land or any part thereof
"Playing Space Contribution"	means the sum of FIFTY ONE THOUSAND AND SEVENTY SIX POUNDS (£51,076) payable in accordance with paragraph 1.1 of Schedule 2
"Permissive Footpaths"	means footpaths which are footpaths publicly accessible within the Blue Land as shown outlined with a black broken line on Plan A or such other footpaths reasonably accessible to the Land as the owner of the Blue Land and the Council shall agree such agreement not to be unreasonably withheld or delayed by the Council
"Plan A"	Means the Portsmouth Water Plan drawing no. 57/251A dated 25/07/13 annexed hereto marked "A"
"Plan B"	Means the Sherlock boswell plan dwg no. 131 rev D annexed hereto marked "B"

"Plan C"	Means the Reuby & Stagg Ltd Proposed Surface Water Strategy Plan dwg no. 502 rev. P1 annexed hereto marked "C"
"the Planning Permission"	means the planning permission for the Development granted pursuant to the Application
"Registered Provider"	means a Registered Provider as defined in Part 1 of the Housing Act 1996 registered by the Tenant Services Authority or any successor body pursuant to Section 3 of that Act and not removed from the register pursuant to section 4 of that Act and has been notified in writing to the Council and includes the Association
"Reptile Relocation Area"	means that area of land within the Meyrick Road Open Space as may be agreed between the Owner and the Council acting reasonably
"Residential Travel Plan"	means a travel plan for any phase of Residential Development pursuant to the Planning Permission in accordance with the framework set out in paragraph 8 of Schedule 2
"Residential Units"	Means residential dwellings whether individually or in groups and whether divided vertically or horizontally
"Shared Ownership Units"	means Affordable Housing leased to a lessee who purchases a percentage of the equity of the intermediate Affordable Housing Unit and pays a rent in relation to the share of the equity retained by the Registered Provider/Alternative Affordable Housing Provider.
"Social Rented Units"	means those residential property owned and managed by a Registered Provider for which guideline target rents are determined through the national rent regime as set out in the Three Year Review of Rent Restructuring (July 2004)
"Solicitor"	means the solicitor giving the certificate in Schedule 4

"Staircasing Receipts"	means monies received by a Registered Provider or an Alternative Affordable Housing Provider arising from the sale (net of reasonable evidenced sale costs) of any further share of the equity or ownership of a Shared Ownership Unit following the first acquisition by that occupier of an interest in that Affordable Housing Unit provided that such a receipt shall be excluded from this definition to the extent to which the Registered Provider or Alternative Affordable Housing Provider is required to pay that receipt to the Homes and Communities Agency or any other person or body pursuant to an arrangement for grant funding in relation to the provision of Affordable Housing Units on the Land
"SUDS Scheme"	means a scheme of Sustainable Urban Drainage within the Land shown indicatively on the Plan C
"TCPA 1990"	means the Town and Country Planning Act 1990 as amended.
"Travel Plan Cash Deposit"	means the sum or sums of money requested by the Council in respect of the Owner's obligations under the Residential Travel Plan provided that the total sum of the same shall not exceed the sum of £10,020
"Travel Plan Monitoring Fee"	means the sum of ONE THOUSAND TWO HUNDRED AND FIFTY POUNDS (£1,250) payable to the Council for the monitoring of the Residential Travel Plan by the Council.
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax.
"Working Day"	means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.



Telephone: Havant (023) 9249 9888
Fax: Havant (023) 9245 3632 Website:
www.portsmouthwater.co.uk
Registered Office: PO Box 3 West Street
Havant Hampshire PO9 1LG
REGISTERED IN ENGLAND No. 2536435

OPEN SPACE AND NEW FOOTPATH
LAND NEAR MEYRICK ROAD
AND RANELAGH ROAD
BEDHAMPTON
PLAN A

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O.S. Ref No. :- SU70065E			
Drawing No.	Job No.	Date	Scale
57/251A		25-07-13	1:1500
Drawn By	Traced By	Checked By	
	DCR	DBB	

Plan B



- Acoustic fence 2m high
- Acoustic fence 4m high
- Boundary line
- On Site Open space
- Affordable housing



Item	Quantity	Unit
1. Acoustic fence 2m high	100	m
2. Acoustic fence 4m high	100	m
3. Boundary line	100	m
4. On Site Open space	100	m
5. Affordable housing	100	m

sherlock boswellarchitecture

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- 5.2. Clause headings shall not affect the interpretation of this deed.
- 5.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 5.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 5.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 5.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 5.8 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 5.9 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this deed; provided that, as between the parties, no such amendment, extension or re-enactment shall apply to this deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.
- 5.10 A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this deed under that statute or statutory provision.
- 5.11 A reference to writing or written does not include faxes or e-mail.
- 5.12 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 5.13 References to clauses, plans, schedules and appendices are to the clauses,

plans, schedules and appendices of this deed.

5.14 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.

5.15 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

5.15 Where an obligation falls to be performed by more than one person, subject to the provisions of clause 10 the obligation can be enforced against every person so bound jointly and against each of them individually.

6 Statutory provisions

6.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and any other enabling powers.

6.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.

6.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council and the County Council as appropriate in accordance with section 106 of the TCPA 1990.

7 Conditionality

7.1 With the exception of clauses 1 2, 3, 6, 8, 10, 11, 12, 13, 14, 18, 19, 20, 21, 23, 24, 25 and 27 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

8 Covenants to the Council and the County Council

8.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 2 and Schedule 3 and with

the County Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1

8.2 The Developer covenants with the Council to pay its reasonable legal and technical fees and associated costs incurred in the negotiation preparation and registration of this Deed

8.3 The Developer covenants with the County Council to pay its reasonable legal (capped at £ 1,100) and technical fees (capped at £735) and associated costs incurred in the negotiation preparation and registration of this Deed

9 Indexation

9.1 The Highway Contribution shall be Index Linked from the date that the Planning Permission is granted until the date of payment.

9.2 The Education Contribution shall be Index Linked from the date that Planning Permission is granted until the date of payment and shall be linked to the Public Sector Index (Non-Housebuilding) (PUBSEC) published by the Department for Business Innovation and Skills (multiplied by the regional factor for Hampshire) (or amendment/comparable replacement thereof)

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

10 Liability and Release

10.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Land or the Blue Land or the Meyrick Road Open Space, or the part in respect of which such breach occurs or shall have any statutory or continuing obligation or liability under this deed but without prejudice to liability for any subsisting breach of covenant prior to parting with all of such interest

11 Determination of deed

11.1 The obligations in this deed shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked modified or otherwise withdrawn other than at the request of the Owner or
- (c) is quashed following a successful legal challenge.

11.2 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State upon appeal or reference to him after the date of this Deed

12 Local land charge

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

13 Interest on late payment

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

14 Ownership

14.1 The Freeholder warrants that no person other than the Freeholder has any legal or equitable interest in the Land and the Meyrick Road Open Space and the Blue Land save for that disclosed in clause 14.2 below.

14.2 BPI has produced at Schedule 4 a certificate of the Solicitor with the intention

that the Council may and shall rely upon the truth of the matters therein certified namely that;

- (a) BPI is immediately entitled to possession and occupation of the Land and has full beneficial interest in the Land subject only to a development agreement in favour of the Developer dated 26th October 2011 previously recited no other person having an interest therein at law or in equity
- (b) the Land the Blue Land and the Meyrick Road Open Space are not subject to any mortgage or charge
- (c) BPI is the freeholder of the land outlined in green on the Title Plan
- (d) BPI is immediately entitled to possession and occupation of the Meyrick Road Open Space and the Blue Land and has full beneficial interest in the Meyrick Road Open Space and the Blue Land

15 Reasonableness

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

16 Cancellation of entries

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

17 Disputes

- 17.1 If any dispute arises out of this deed, the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the

arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

18 No fetter of discretion

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

19 No compensation payable

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

20 Waiver

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

21 Future Permissions

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

Non-enforcement

- 22.1 The obligations contained in this Deed shall not be binding upon or enforceable against:
- 22.2 any statutory undertaker or other person who acquires any part of the Land or any interest in it for the purposes of the supply of electricity, gas, water,

drainage telecommunication services or public transport services after the date hereof.

- 22.3 Any person to whom the Registered Social Landlord grants a lease of a Shared Ownership Unit or any successor in title to any such person
- 22.4 a tenant or any occupant of an Affordable Housing Unit exercising a right to buy, right to acquire or similar statutory right to purchase
- 22.5 any mortgagee of a tenant under a lease of a Shared Ownership Unit or Shared Equity Unit or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver
- 22.6 any person who by virtue of the terms of the lease of a Shared Ownership Unit is granted a new lease of that Shared Ownership Unit or any mortgagee of a Shared Ownership Unit or any successor in title of such person or mortgagee
- 22.7 the owners or occupiers of any Open Market Unit or any mortgagee of a Open Market Unit
- 22.8 any mortgagee of a Shared Ownership Unit or Shared Equity Unit or any receiver appointed by such a mortgagee or any person deriving title through such a mortgagee or receiver

23 Notices

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

24 Third party rights

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

25 Severance

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

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

26 Value added tax

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

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

27 Governing Law

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

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

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

EXECUTED as a DEED by
PORTSMOUTH WATER LIMITED)
Acting by its director and secretary /two directors

Director

~~Director/Secretary~~

EXECUTED as a DEED
BROCKHAMPTON PROPERTY)
INVESTMENTS LIMITED)
Acting by its director and secretary /two directors

Director

~~Director/Secretary~~

Signed as a DEED on behalf of)
ORCHARD HOMES & DEVELOPMENTS LIMITED
Acting by its director and signed in the presence of
Witness

Name *A.D. Jones*

Address *2000000 House, 51-57 Commercial Rd, S*

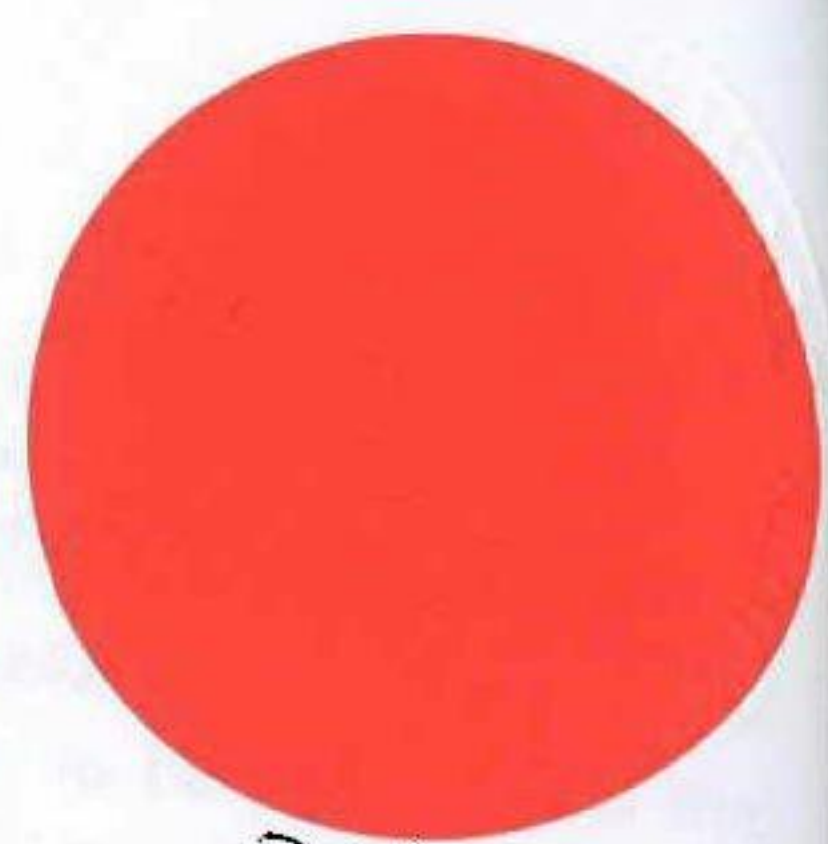
Occupation *Avant*
Signature

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

Authorised Officer

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

)
)
)



36/4931



Authorised Officer

Schedule 1

Covenants to the County Council

The Owner covenants to the County Council as follows:

Highways Contribution

1. Not to Occupy the Development until it has paid or caused to be paid to the County Council the Highway Contribution to be used for the purposes set out in Clause 5

Education Contribution

2. Not to Occupy the Development until it has paid or caused to be paid to the County Council the Education Contribution to be used for the purposes set out in Clause 5

Schedule 2

Covenants to the Council

The Owner covenants to the Council:

Contributions

- 1.1 The Owner shall pay or cause to be paid to the Council the Playing Space Contribution prior to Occupation of the Development being a contribution (being applied at such time and in such manner as the Council shall in its absolute discretion determine) to the costs to be incurred by the Council in the provision, improvement and maintenance of off site pitches and courts to meet the needs of new housing development

Management of the Land

- 2.1 The Owner covenants not to Commence the Development unless and until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the Owner's proposal for an entity to be responsible for the maintenance and management of the Common Parts including following features:
- (i) On site Open Space
 - (ii) SUDS Scheme (if unadopted)
 - (iii) unadopted roads footpaths cycle ways parking courts and drives
 - (iv) any other land that does not form part of any Residential Unit
 - (v) the Acoustic Fencing
 - (vi) such proposals to include full details of the proposed structure and voting rights of the entity (the "Management Company")
- 2.2 The Owner covenants not to Commence the Development unless and until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the Owner's proposal for the maintenance and management of the Common Parts (" the Management Plan ") including following features:
- (i) On-Site Open Space

- (ii) SUDS Scheme (if unadopted)
- (iii) unadopted roads footpaths cycle ways parking courts and drives
- (iv) any other land that does not form part of any Residential Unit
- (v) Acoustic Fencing

2.3 The Owner shall not Occupy or cause or permit Occupation of any Residential Unit until:

- (i) the Management Company has been formed in accordance with the approved proposal; and
- (ii) the Management Plan has been approved in writing by the Council (such approval not to be unreasonably withheld or delayed)

Open Spaces

On-Site Open Space

- 3.1 The Owner shall prior to Commencement of the Development submit to the Council for written approval the detailed design specification and timetable for provision of the On-Site Open Space and not to Commence the Development or permit Commencement until such design specification and timetable for provision has been approved by the Council.
- 3.2 The Owner shall provide the On-site Open Space prior to Occupation of the 30th Residential Unit and further, to carry out the On-Site Open Space Works in a proper and workman like manner in accordance with the specifications submitted to the Council for its prior written approval (such approval not to be unreasonably withheld or delayed).
- 3.3 The Owner shall following the laying out and the construction of the On-Site Open Space be responsible at their own expense for the management and maintenance of the On-Site Open Space

Meyrick Road Open Space

- 3.4 The Owner shall prior to Commencement of the Development submit to the Council for written approval the detailed design specification and timetable for provision and maintenance of the Meyrick Road Open Space and not to Commence the Development or permit Commencement until such design

specification and timetable for provision and maintenance has been approved by the Council.

- 3.5 The Owner shall not Occupy or cause the Occupation of the Development until the provision of the Meyrick Road Open Space hereby approved and Meyrick Road Open Space Works must be carried out in a proper and workmanlike manner in accordance with the specifications submitted to the Council for its prior written approval (such approval not to be unreasonably withheld or delayed).
- 3.6 BPI and the Freeholder shall from the date of Completion of the Meyrick Road Open Space Works make the Meyrick Road Open Space available for use for the purposes of public recreation by the Occupiers of the Residential Units and the public at large, unless agreed otherwise between BPI the Freeholder and the Council that the public shall be excluded
- 3.7 BPI and the Freeholder shall following the laying out and the construction of the Meyrick Road Open Space be responsible for the management and maintenance of the Meyrick Road Open Space in accordance with the specifications approved by the Council.

Reptile Relocation Area

- 3.8 The Owner shall prior to the Commencement of the Development submit to the Council for written approval the detailed location design specification and timetable for provision and maintenance of the Reptile Relocation Area within the Meyrick Road Open Space such approval not to be unreasonably withheld or delayed .
- 3.9 The Owner shall not Commence the Development or permit Commencement until such design specification and timetable for provision and maintenance has been approved by the Council such approval not to be unreasonably withheld or delayed.
- 3.10 The Owner shall not Commence or permit Commencement of the Development of any Residential Unit until provision of the approved Reptile

Relocation Area, and shall carry out the provision of the Reptile Relocation Area in a proper and workmanlike manner in accordance with the specifications approved by the Council.

- 3.11 BPI and the Freeholder shall following the laying out and the construction of the Reptile Relocation Area be responsible for the management and maintenance of the Reptile Relocation Area in accordance with the specification approved by the Council

Permissive Footpaths

- 3.11 The Owner shall not Commence the Development until submission to the Council for written approval the detailed design specification and timetable for the provision and maintenance of Permissive Footpaths within the Blue Land and shall not Commence the Development or permit Commencement until such design specification and timetable for provision and maintenance has been approved by the Council such approval not to be unreasonably withheld or delayed
- 3.12 The Owner shall not Occupy or cause the Occupation of the Development until the Permissive Footpaths have been provided and further, to carry out the Permissive Footpath Works in a proper and workman like manner in accordance with the specifications approved by the Council.
- 3.13 BPI and the Freeholder shall from the date of Completion of the Permissive Footpaths make the Permissive Footpaths available for use for the public to pass and repass by the Occupiers of the Residential Units and the public at large.
- 3.14 BPI and the Freeholder shall following the laying out and the construction of the Permissive Footpaths be responsible for the management and maintenance of the Permissive Footpaths in accordance with the approved specification.

Management Company

- 4.1 Prior to the expiry of six months from Commencement of Development to supply to the Solicitor to the Council for written approval by the Council (such approval not to be unreasonably withheld or delayed):-
- 4.1.1 a draft memorandum and articles of association for the Management Company and/or a draft of the transfer/lease for the purpose of managing maintaining and cleansing of the Common Parts; and
 - 4.1.2 proposals for arrangements to secure the future maintenance of the Common Parts by the Management Company (which may include a Transfer of the Common Parts to the management Company or the granting of a long lease of the Common Parts by the Owner in favour of the Management Company) so as to ensure that the Common Parts are properly maintained such proposals to include details of how the costs of street lighting charges, cleaning and maintaining the Common Parts, shall be met (by residents of the Development or otherwise); and
 - 4.1.3 proposals for arrangements to secure the future access for the public to the Common Parts
- 4.2 Any submission of documents or details to the Council pursuant to this Schedule shall include a reference to the Planning Permission the date and parties to this agreement, and the paragraph under which approval is sought, together with a statement of the date by which a decision must be given by the Council
- 4.3 The Council shall give notice to the Owner of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owner under Paragraph 4.1.1 and 4.1.3 above within one month of receipt of such details and in the event that the Council fails to give such notice the details as submitted shall be deemed to have been approved
- 4.4 Forthwith after the approval by the Council of the proposed memorandum and articles of association and/or the said transfer (which approval may include such reasonable modifications as the Council considers appropriate) the Owner shall take all necessary steps to secure the formation and registration of the Company at Companies House (taking into account any modifications required by the Council) and to notify the Council accordingly within seven days of the completion of the registration of the Company

- 4.5 The Owner shall repair and maintain the Common Parts to the reasonable satisfaction of the Council until such time as the Management Company is registered and the maintenance arrangements to be approved by the Council (such approval not to be unreasonably withheld or delayed) have been completed and the Common Parts have been transferred to the Management Company and all Dwellings on the Land have been sold or leased.
- 4.6 At any time prior to the expiry of six months from the Commencement of Development the Owner may submit to the Council for its written approval alternative proposals for the maintenance and upkeep of the Common Parts, (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of paragraphs 4.1 4.2 4.3 4.4 4.5 and 4.6 of Schedule 2 shall apply to the extent that the Owner shall remain responsible for the maintenance and upkeep of the Common Parts, without prejudice to the generality of paragraph 4.5 above until such alternative arrangements (as approved by the Council) have been fully implemented

Employment Skills

- 5.1 Prior to Commencement of the Development to submit to the Council for written approval an Employment and Skills Plan in the form annexed at Schedule 7 and not to Commence the development or permit Commencement until an Employment and Skills Plan has been submitted to and approved by the Council (a template has been appended in order to provide a guide for the plan's completion).
- 5.2 The approved Employment and Skills Plan may be subject to minor amendments save that any such amendment shall be agreed by both the Council and the Owner.
- 5.2 the Employment and Skills Plan shall include arrangements setting out how the Owner and to the extent they are not the same person any developer or Occupier and their contractors will work directly with local employment/training agencies as part of an employment and training consortium including but not limited to:

5.2.1 Jobcentre Plus and the Learning & Skills Council; and

5.2.2 Voluntary and private sectors providers; and

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

5.3 The Employment and Skills Plan shall specify the provision for training opportunities and other initiatives in respect of the vocational and employability skills required by the Owners, their contractors and future occupiers, for any new jobs and business opportunities created by the Development.

5.4 Following approval of the Employment and Skills Plan by the Council the Owner will Commence and where necessary procure Commencement and promote the objectives of the approved Employment and Skills Plan and ensure that so far as is reasonably practicable the objectives are met.

Affordable Housing

6.1 The Owner covenants to the Council as follows:

6.2 To provide 30% (24 units) Affordable Housing Units as Plots 24 -35 inclusive, 53 -54 inclusive and 59 - 68 inclusive as shown for identification purposes shaded blue on Plan B or such other Residential Units as may be approved by the Council in writing, the tenure mix to be agreed with the Council in writing at the time of commencement

6.3 All Affordable Housing Units on the Land will be integrated and compatible with the design of the Market Housing Units.

6.4 That no more than 50% of Open Market Units shall be constructed prior to provision of no less than 14 Affordable Housing Units and thereafter the remaining Affordable Housing Units shall be constructed contemporaneously with any adjoining Market Housing Units to provide a mixed development

6.5 That the Affordable Housing Units will be constructed to at least the minimum standard required by the Homes and Communities Agency (or such other successor body's standards) Design and Quality Standards (2007) and the Code for Sustainable Homes Level 3 published by the Government (or such replacement guidance) or other similar standard as

may be reasonably required by the Council.

6.6 Where Affordable Housing Funding has not been secured despite the use of reasonable endeavours so to do the Owner will notify the Council in writing that it has not been successful in securing Affordable Housing Funding. The Council will then where it is reasonably satisfied that the Owner has complied with the obligations to use reasonable endeavours in all material aspects issue a written notice to the Owner confirming that in accordance with this paragraph 6.6 of Schedule 2 authorising the Owner to adjust the proportion of Affordable Rented Housing Units to a figure to be agreed with the Council subject to:

- (a) the level of any Affordable Housing Funding available;
- (b) the Homes and Communities Agency's "Economic Assessment Tool" or any such other economic assessment tool submitted by the Owner and agreed by the Council to evaluate the portion of Affordable Rented Housing Units to be provided with the level of Affordable Housing Funding available and
- (c) the results of any financial viability assessment carried out by the Owner

6.7 The Low Cost Home Ownership Units (including Shared Ownership) shall be let to persons nominated by the Homebuy Agent

6.8 No more than 80% of the Market Housing Units within the Development will be Occupied until the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential Occupation and written notification in relation to that has been given to the Council.

6.9 No Market Housing Units within the Development will be Occupied until either:

- (a) the Owner has entered into a binding contract or an agreement for lease with a Registered Provider or an Alternative Affordable Housing Provider for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Land at nil land value to include the construction of the Affordable Housing Units (and has informed the Council to whom the Affordable Housing Land has been transferred) or

- (b) the Affordable Housing Land has been transferred fully provided with services to a Registered Provider or an Alternative Affordable Housing Provider and written evidence of compliance in respect of the above has been supplied to the Council to its satisfaction

6.10 Where the Owner intends to provide Affordable Housing Units in association with an Alternative Affordable Housing Provider or a Registered Provider they shall only be used if the Registered Provider and/or the Alternative Affordable Housing Provider can demonstrate to the Council:

- (a) A good judgement by the Tenant Services Authority or successor body, and
- (b) acceptable sustainable management arrangements and community development policies.

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

- (a) a covenant not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing, and
- (b) a covenant not to dispose of any of the Affordable Housing Units other than by sale by way of Shared Ownership or Affordable Rent to the intent that all Affordable Rented Housing Units shall be used for the purpose of providing Affordable Housing to Eligible Persons, and
- (c) a covenant requiring the Registered Provider or the Alternative Affordable Housing Provider to enter into an agreement with the Council granting the Council the right to nominate 100 per cent of the Occupiers of the Affordable Rented Units when initially let and 100% of all subsequent true voids, and
- (d) a covenant to manage all Staircasing Receipts of Affordable Housing Units which are grant funded in accordance with the Homes and Communities Agency regulations, and
- (e) a covenant to provide the Council with details of Staircasing Receipts from non-grant funded Affordable Housing Units and in co-operation with the Council to reach agreement to invest 50% of the Staircasing Receipts in the provision of new build Affordable Housing or to invest in measures to enhance the provision of Affordable Housing within the administrative area of the Council including facilitating the acquisition of

market housing or the conversion or refurbishment of existing housing to bring such housing back into beneficial use to enable it to be occupied by Eligible Persons provided that the use of Staircasing Receipts is limited to provision within the administrative area of the Council for a period of 3 years after receipt by the Owner thereafter for a period of 1 year within the administrative area of Hampshire and thereafter to any Affordable Housing provision within the United Kingdom.

- 6.12 The covenants set out in paragraph 6.11 – 6.14 of Schedule 2 shall not be binding or enforceable against any purchaser who purchases from the Registered Provider or Alternative Affordable Housing Provider the entire freehold to an Affordable Housing Unit or a long leasehold interest pursuant to an equity share arrangement nor shall such covenants be binding or enforceable against such a purchaser's successors in title
- 6.13 Where the Owner intends to provide management services for the Affordable Housing Units in association with a Registered Provider or an Alternative Affordable Housing Provider they shall only be used if the provider can demonstrate to the Council that they are approved and regulated for such activities by the Homes and Communities Agency or any successory body.
- 6.14 The Affordable Rented Accommodation shall only be occupied by Eligible Persons.
- 6.15 In the event only that there is a default under any legal charge or mortgage of an Affordable Housing Unit or any default under any legal charge or mortgage held by a Registered Provider or an Alternative Affordable Housing Provider in relation to the Affordable Housing Units then a mortgagee chargee receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 ("the Mortgagee") shall be entitled to exercise its power of sale in respect of an Affordable Housing Unit or Affordable Housing Units free from the obligations PROVIDED THAT the Mortgagee shall first follow the procedures set forth below:
- (a) the Mortgagee shall give 'written notice' ("the Notice") to the Council of its intention to exercise its powers of the sale and shall at the time offer to sell ("the Offer") the Affordable Housing Unit or Affordable Housing Units to the Council for an amount ("the Purchase Price") to be agreed or determined in accordance with paragraph 6.15 of Schedule 2

- (b) the Council shall notify the Mortgagee in writing within one (1) month of the date of the Offer whether or not it wishes to accept the Offer (in the case of acceptance such acceptance to be expressed to be conditional upon the Purchase Price being agreed) and if it does not wish to accept the Offer the Council may at the time of notifying the Mortgagee of its decision nominate a nominee ("the Nominee") in its place
- (c) if pursuant to paragraph 6.15 of Schedule 2 the Council shall accept the Offer or shall nominate a Nominee so to do then the Mortgagee and the Council (or the Nominee as the case may be) shall endeavour to agree the Purchase Price which shall represent the open market value of the Affordable Housing Unit or Affordable Housing Units subject to tenancies subsisting at the date of the Notice but disregarding the provisions of this Deed which restrict Occupation to persons on the Council's Housing Register and in default of agreement on the Purchase Price within two months of the Council's notification under paragraph 6.15 of Schedule 2 the Purchase Price shall be determined by an expert pursuant to the provisions of Clause 18
- (d) any transfer to the Council or to the Nominee shall be completed within two (2) months of the date the Purchase Price is agreed or determined by an expert in accordance with the provisions of paragraph 6.15 of Schedule 2 ("the Completion Period")
- (e) either party may at any time give to the other written notice of its intention to discontinue in any of the following circumstances namely:
- if the Council shall fail to give notice of intention to accept the Offer within one month of the date of the Offer or
 - if the Council shall decline the Offer and fail to nominate a Nominee within one month of the date of the Offer or
 - if either the Council or the Nominee shall at any time serve notice of intention to discontinue or
 - if the transfer of Affordable Housing Unit or Affordable Housing Units shall not be Completed within the Completion Period notwithstanding the readiness willingness and ability of the Mortgagee to complete the transfer
- (f) Then in any of the above circumstances the Mortgagee shall be entitled (subject to compliance with Sections 39 to 50 of the Housing Act 1996 so

far as is applicable) to exercise its powers of sale unfettered by the restrictions in this paragraph 6 of Schedule 2 which shall not be binding upon any purchaser from the Mortgagee or any subsequent successor in title of the Affordable Housing Unit or Affordable Housing Units and at the written request of the Mortgagee the Council shall expeditiously issue written confirmation that the restrictions in this paragraph 6 of Schedule 2 have been discharged and rendered of no effect in respect of the Affordable Housing Unit or Affordable Housing Units and the Council shall take steps to cancel any entry in the Local Land Charges Register insofar as it may be recorded against the Affordable Housing Unit or Affordable Housing Units

6.16 The Affordable Housing Units provided on the Land will be monitored in order to ensure compliance with the obligations in this paragraph 6 of Schedule 2 and the Owner will impose a covenant upon the Registered Provider or the Alternative Affordable Housing Provider which requires them at such dates to be agreed by the parties to make written returns to the Council detailing

- the affordable housing provision including
- the type of dwelling,
- the tenure of the dwelling,
- the next internal floor area of the dwelling
- details of the occupiers
- the grant funding provided for the dwelling
- technical information in relation to the Code for Sustainable Homes
- the location of the Affordable Housing Units
- any other information on the Affordable Housing Units as reasonably required by the Council.

Residential Travel Plan

7.1 Prior to Commencement of the Development to prepare and submit a Residential Travel Plan to the Council for its approval in writing such Residential Travel Plan to be based on the framework contained in Schedule 7

7.2 Prior to Occupation of the Development to pay the Travel Plan Monitoring Fee to the Council

- 7.3 Not to Occupy the Development unless and until the Residential Travel Plan has been approved in writing by the Council
- 7.4 Not to amend the Residential Travel Plan without the prior written approval of the Council
- 7.5 Not to use the Development otherwise than in accordance with the approved Residential Travel Plan (including any approved amendments to them)
- 7.6 Prior to the Occupation of the Development to appoint a Travel Plan Coordinator PROVIDED THAT:-
- 7.6.1 the post of the Travel Plan Coordinator shall be retained for a period of no less than five (5) years from the date of his first appointment;
 - 7.6.2 the Travel Plan Coordinator shall be responsible for (amongst other things) monitoring the performance of the Residential Travel Plan;
 - 7.6.3 the Travel Plan Coordinator shall provide a progress report (as to the performance of the Residential Travel Plan) to the Council no less than once every year throughout the monitoring period being five years from the date of first Occupation
- 7.7 Not to occupy the Development unless and until the Travel Plan Cash Deposit has been paid to the Council PROVIDED THAT:-
- 7.7.1 if monitoring of the Residential Travel Plan (in accordance with the terms of this Deed) indicates that the terms and provisions of the approved Residential Travel Plan are not being complied with the Council shall by written notice require the Owner to take such steps as are reasonable and necessary to remedy such breach and shall provide the Owner with a reasonable period within which to do so;
 - 7.7.2 if the Owner fail to remedy the breach within the period set out in the notice received pursuant to sub-paragraph 7.7.1 above the Council shall be entitled to use the Travel Plan Cash Deposit as appropriate and as may be required for the Council to remedy the said breach and (if required to do so by the Council) the Owner shall top up the Travel Plan Cash Deposit by such amount or amounts as may be necessary to ensure that the same are commensurate with the Owner's residual liability under the approved Residential Travel Plan PROVIDED THAT

the total cumulative sum payable shall not exceed £10,020 in any event.

7.7.3 if the Owner implements and performs any of the terms and provisions of the approved Residential Travel Plan and provides written evidence of the same to the Council the Cash Deposit shall be reduced by such amount as may be agreed between the Owner and the Council;

7.7.4 on the Occupation of the Development and upon receipt of written evidence from the Owner to the Council that it has implemented and performed all of the terms provisions measures and/or targets as set out in the approved Residential Travel Plan the Travel Plan Cash Deposit or any residue thereof shall be returned to the payee with any interest accrued thereon

Acoustic Fencing

8.1 The Owner shall prior to the Commencement of the Development submit to the Council for written approval the detailed design specification and timetable for provision of the Acoustic Fencing such approval not to be unreasonably withheld or delayed .

8.2 The Owner shall not Commence the Development or permit Commencement until such design specification and timetable for provision has been approved by the Council. Such approval not to be unreasonably withheld or delayed .

8.3 The Owner shall not Occupy or permit Occupation of any Residential Unit which is situated adjacent to the proposed Acoustic Fencing until provision of the approved Acoustic Fencing, and shall carry out the provision of the Acoustic Fencing in a proper and workmanlike manner in accordance with the specifications approved by the Council for its written approval (such approval not to be unreasonably withheld or delayed).

SUDS

9.1 The Owner will design a SUDS Scheme for the Land in accordance with the CIRIA c697-SUDS Manual or any equivalent and updated national design guidance as it may become available prior to obtaining the consents referred to in paragraph 9.2 of Schedule 2 below.

- 9.2 The Owner will obtain all necessary statutory consents for the SUDS Scheme and to confirm that the design of the SUDS Scheme is such that the Environment Agency is satisfied with the adequacy of the SUDS Scheme to serve the Development.
- 9.3 Following approval of the SUDS Scheme by the Environment Agency the Owner will deliver in writing to the Council and County Council prior to Commencement of Development the following:
 - 9.3.1 The extent of the SUDS Scheme necessary to serve the Development and an indicative programme together with illustrative drawings for the comprehensive delivery of the SUDS Scheme; and
 - 9.3.2 A maintenance regime document for the SUDS Scheme to ensure its correct functioning and operation until transfer of the Common Parts to a management company or if earlier adoption by the approved body.
- 9.4 The Owner will ensure that the SUDS Scheme shall be so designed as to attenuate flows on the Land so as not to exceed the greenfield run-off rate (Q_{bar}) from the Land calculated in accordance with the relevant standard (currently Institute of Hydrology 124 with appropriate pro-rata adjustment to reflect the site area). Proposals should be tested against 1, 30 and 100 year return periods, as well as a 100 year + 30% climate change scenario and the design parameters of the SUDS Scheme shall address its construction, use and maintenance in light of local hydrology, land use, the impact and use of physical site features, resulting benefits to the community & the environment, and future operation (both economic & maintenance).
- 9.5 The Owner will design the detention basins in accordance with the method prescribed in the Development Drainage Strategy report prepared by Reuby & Stagg Limited
- 9.6 The Owner will provide to the Council prior to Commencement of Development the design of the SUDS Scheme including the provision of features necessary within the Development and without prejudice to the generality thereof (*inter alia*):
 - 9.6.1.1 All relevant drawings and design calculations; and
 - 9.6.1.2 A copy of the consents and evidence referred to in paragraph 9.2 above.
 - 9.6.2 To agree in writing with the Council prior to Commencement of Development the designs for the SUDS Scheme together with a programme for its construction and delivery.

- 9.6.3 To construct the SUDS Scheme in accordance with the approved design and the programme agreed in accordance with paragraph 9.6.2 above .
- 9.6.4 Not to permit occupation of any Residential Unit within the Development unless and until the SUDS Scheme has been constructed and is ready for use in accordance with the provisions of paragraph 9 of this Schedule 2.
- 9.6.5 To maintain the SUDS Scheme in accordance with the maintenance regime to be agreed in paragraph 9.3.2 above until transfer of the Common Parts to a management company or if earlier adoption by the approved body.
- 9.6.6 To provide to the Council a performance bond ("Bond") issued by a clearing bank or other institution (hereinafter called "the Surety") approved by the Council (such approval not to be unreasonably withheld or delayed) in a form agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) for the cost of construction of the SUDS scheme.
- 9.6.7 The Bond shall be to the effect that:
- If the Owner shall fail to construct the SUDS scheme in accordance with the provisions contained in this paragraph 9 of Schedule 2 or prior to completion of such construction shall be adjudicated bankrupt or shall go into liquidation voluntarily or otherwise or shall execute a deed of assignment for the benefit of or otherwise compound with its creditors (except for the purpose of reconstruction or amalgamation) the Council may without prejudice to its other rights remedies and powers against the Owner for such failure require by written notice the Surety to pay the Council a sum equivalent to any expenditure which the Council may incur in carrying out the construction of the SUDS scheme and also the Council's reasonable legal costs properly arising from the provision of the SUDS scheme for which sum the Surety binds itself and its successors and assigns to the Council.
 - Such Bond to be provided prior to Commencement of the Development and to endure subject to paragraph 9.6.9 below until the SUDS Scheme is adopted or if earlier the date of completion

of construction of the Development

9.6.8 As soon as the Certificate of Completion has been issued in respect of the SUDS Scheme the Bond in respect of the said SUDS shall be reduced by 90%

9.6.9 At the end of the period of 12 months from the date on which the Certificate of Completion is issued the Bond shall be discharged

Schedule 3

Covenants to the Owner

County Council

- 1.1 the County Council covenants with the Owner not to use the Highway Contribution other than for or to the purposes set out in this Deed and on the written request of the Owner to repay any unexpended balance of the Highway Contribution to the Owner on the expiry of 10 years from the date of Completion of the Development
- 1.2 the County Council covenants with the Owner not to use the Education Contribution other than for the purposes set out in this Deed and on the written request of the Owner to repay any unexpended balance of the Education Contribution to the Owner on the expiry of 10 years from the date of Completion of the Development

Council

- 2.1 The Council covenants with the Owner not to use the Playing Space Contribution other than for or to the purposes set out in this Deed and on the written request of the Owner to repay any unexpended balance of the Playing Space Contribution to the Owner on the expiry of 10 years from the date of Completion of the Development

Schedule 4

CERTIFICATE OF TITLE

As Solicitor for BPI and the Freeholder we hereby certify that on the date of this deed what is set out below is true

- 1.1 The Freeholder is the freehold owner of the Land other than the land outlined in green on the Title Plan and the Meyrick Road Open Space and the Blue Land and no other person has an interest therein at law or (to the best of the Freeholder's knowledge and belief) in equity save as referred to in paragraphs 1.2 and 1.3
- 1.2 BPI is the freeholder of the land outlined in green on the Title Plan
- 1.3 BPI has the full beneficial interest in the Land and the Meyrick Road Open Space and the Blue Land and no other person has an interest therein at law or (to the best of the Freeholder's and BPI's knowledge and belief) in equity
- 1.4 No mortgage or charge has been concluded which affects the interests of BPI and the Freeholder in the Land, the Meyrick Road Open Space and the Blue Land

2. BPI:
BROCKHAMPTON PROPERTY INVESTMENTS LIMITED whose registered office is at Brockhampton Springs, West Street, Havant, Hampshire PO9 1LG

3. the Freeholder
PORTSMOUTH WATER LIMITED whose registered office is at PO Box no. 8 West Street, Havant, Hampshire PO9 1LG

Signed

Name:

PARTNER

Address: GLANVILLES LLP
LANGSTONE GATE
SOLENT ROAD
HAMPSHIRE PO9 1TR (ref SCR)

Susan Craven
Solicitor
Glanvilles
Langstone Gate
Solent Road, Havant
Hampshire PO9 1TR

Schedule 5

PLANS

Plan A	the Portsmouth Water Plan drawing no. 57/251A dated 25/07/13
Plan B	the Sherlock boswell plan dwg no. 131 rev D
Plan C	Reuby & Stagg Ltd Proposed Surface Water Strategy Plan dwg no. 502 rev. P1.

Schedule 6
Travel Plan Actions and Responsibilities

Report No. 025.0025/TP/3
July 2012

Orchard Homes and Developments Ltd
Orchard House
51-67 Commercial Road
Southampton
Hampshire
SO15 1GG


Orchard

RESIDENTIAL DEVELOPMENT
RANELAGH ROAD
HAVANT

TRAVEL PLAN



RESIDENTIAL DEVELOPMENT
RANELAGH ROAD
HAVANT

TRAVEL PLAN

CONTROLLED DOCUMENT

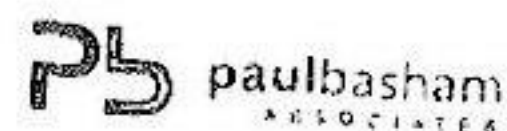
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Status:	FINAL		Copy No:
Prepared by:	Name	Signature	Date
Checked:	Andy Bullock	Andy Bullock	June 2012
PBA Approved:	Mark Smith	Mark Smith	June 2012
	Paul Basham	Paul Basham	June 2012

Revision Record

Rev.	Date	By	Summary of Changes	Chkd	Aprvd
2	July 2012	AB	Following revisions to the accommodation schedule	MS	PB
3	July 2012	AB	Final for submission following client review	MS	PB



Orchard Homes and Developments Ltd
Orchard House
51-67 Commercial Road
Southampton
Hampshire
SO15 1GG



Paul Basham Associates Ltd
Capstan House
First Floor
High Street
Hamble
Southampton
SO31 4HA

**RESIDENTIAL DEVELOPMENT
RANELAGH ROAD
HAVANT**

TRAVEL PLAN

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1.0 INTRODUCTION

- 1.1 This Travel Plan (TP) has been prepared by Paul Basham Associates on behalf of Orchard Homes and Developments Ltd to support a residential development comprising 81 dwellings, including 59 houses and 22 flats, located south of Ranelagh Road, Havant. The site is situated approximately 1km west of Havant town centre, as identified within Figure 1.

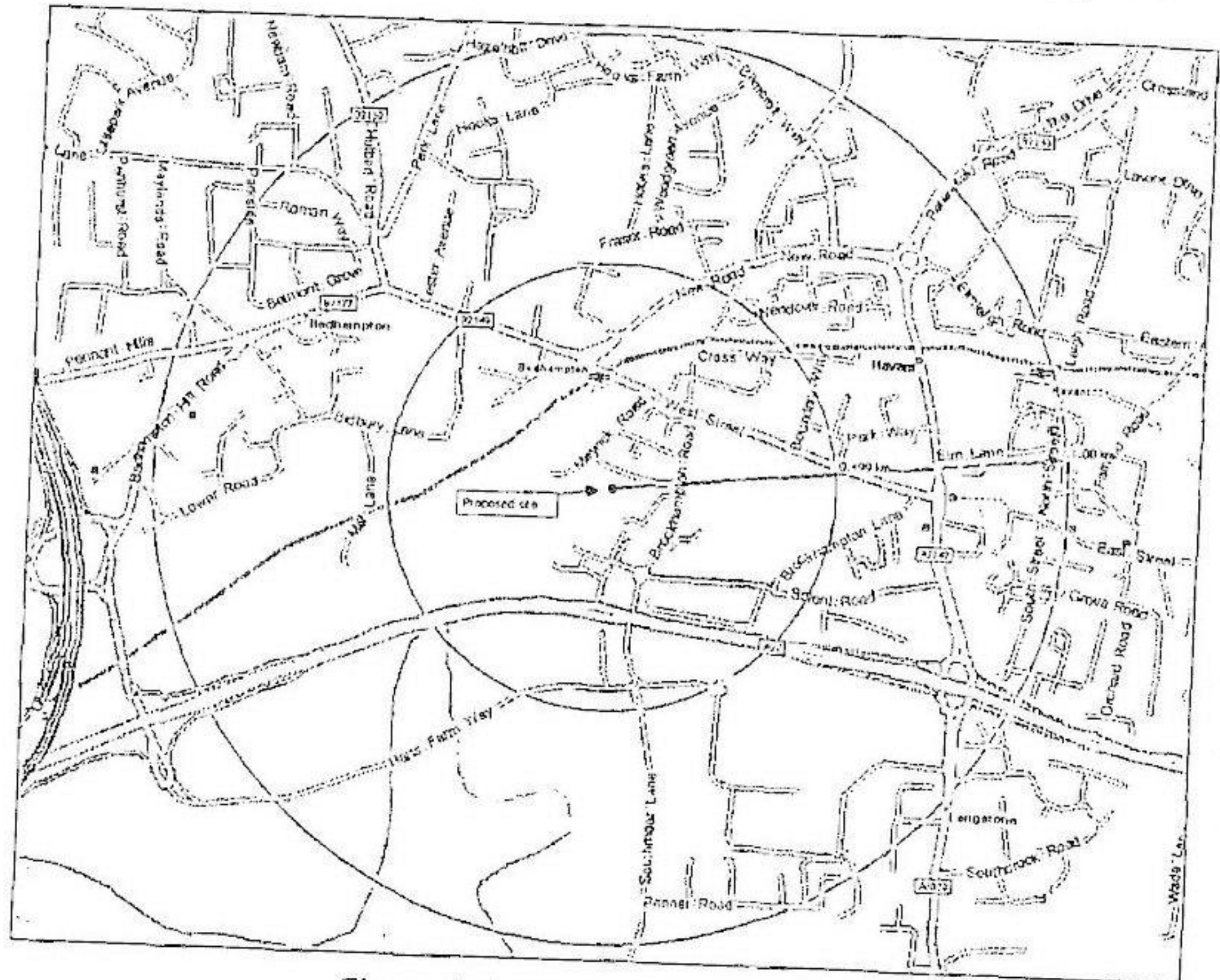


Figure 1: Application Site Location

Structure of the Travel Plan

- 1.2 Chapter 2 explains the TP's purpose and principles and related national and local policy, whilst Chapter 3 states the TP's objectives. Chapter 4 describes the existing local conditions and networks within which the proposed development and its TP would evolve. Chapter 5 provides an indicative baseline modal split for the proposed development upon which proposed modal share targets are suggested. Chapter 6 sets out the TP's strategy, including key stages, potential measures, and communication approaches. Implementation and monitoring of the TP is discussed within Chapter 7, before this document is concluded within Chapter 8.

2.0 TRAVEL PLAN PRINCIPLES AND POLICY

Principles of a Travel Plan

- 2.1 A Travel Plan is a strategy for managing access to a development site, by meeting the travel needs of its users, reducing the impacts of car travel, and supporting an increase in sustainable travel and a reduced need to travel where appropriate and possible. The Travel Plan's strategy ensures access to a full range of local facilities and activities for future site-users, whilst encouraging good design principles and supporting the local community.
- 2.2 A Travel Plan is an evolving process initiated by a front-loading exercise through the completion of this document and associated dialogue between its authors (Paul Basham Associates), the local planning and highways authorities (Hampshire County Council (HCC) and Havant Borough Council (HBC)), and the developer (Orchard Homes and Developments).

Policy

- 2.3 The inclusion of a TP as part of a planning application, and its subsequent implementation to facilitate new developments, is becoming an increasing priority at both National and Local levels as demonstrated by the Government's National Planning Policy Framework 2012 ('The Framework'; Adopted April 2012) and HBC's Core Strategy.
- 2.4 The Framework acts as the central guidance for development planning and replaces all national planning policy guidance including Planning Policy Guidance 13 (PPG13): Transport. As supported by The Framework (Paragraph 36), a TP acts as a "key tool for realising a number of The Framework's policies towards new developments, and is a requirement for developments which generate a significant amount of movement" (as is assessed within this planning application's associated Transport Assessment; TA).
- 2.5 This TP would specifically support and be supported by The Framework's principles promoted through its following paragraphs:

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

('The Framework' Paragraph 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.

(‘The Framework’ Paragraph 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.

(‘The Framework’ Paragraph 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.

(‘The Framework’ Paragraph 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 zone;
- 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.

(‘The Framework’ Paragraph 35)

Local Planning Policy

- 2.6 The majority of transport policy that directly applies to and can be supported through this TP is determined at the local borough level, through policies set out within the Havant Borough Core Strategy (Adopted March 2011). The strategy set out within the TP is compliant with and supports the following local level policies as reproduced below.

HBC Core Strategy Policy DM12 ‘Mitigating the Impacts of Travel’

New developments will be required to mitigate their travel impact, including the environmental impacts of travel (such as noise, air and visual pollution) and impacts on amenity, health and climate change by ensuring that, where relevant, the following criteria are met:... The submission of a travel plan alongside any planning application on proposals for major development or where a proposal is likely to have significant transport implications.

HBC Core Strategy Policy CS1 Health and Wellbeing

Planning permission will be granted for development which:...

7. Contributes effectively to the opportunities for increasing cycling for all types of trips, creating and improving linkages within the borough...
8. Supports the increased footpath and cycle use through the design of development, linkage and signage.

HBC Core Strategy DM11 Planning for More Sustainable Travel

The council will seek to ensure that every opportunity is taken to increase integration of sustainable travel modes and availability of non-motorised modes by appropriate measures including:

- a) Securing on-site and/or off-site interventions that promote integrated travel and access by non-motorised modes.
- b) Requiring safe and secure vehicular and cycle parking and turning facilities to adopted standards.
- c) Securing appropriate improvements to public and community transport (including infrastructure requirements) in accordance with the Hampshire Local Transport Plan and (where applicable) the relevant sub-regional transport strategy.
- d) Proposals for reducing opportunities for informal parking in the area surrounding the development where this would impact on the capacity, operation and safety of the local highway network and/or the amenity of the locality.
- e) Ensuring that new developments are located and designed at the outset to encourage lower vehicle speeds and safe, permeable, inclusive layouts that integrate with existing pedestrian, cycle and public transport routes. This will facilitate and encourage short distance trips by cycle and walking, including to public transport interchanges.

HBC Core Strategy DM6 Coordination of Development

Proposals will only be permitted where they do not undermine the future development potential of adjacent sites

- 2.7 HBC are currently finalising the 'Active Travel Study (2011-2016): Incorporating the Cycle Strategy and Walking Strategy'. In its promotion of walking and cycling as primary local travel modes, this TP would actively compliment and consult HBC's Walking and Cycling Strategies as they become implemented.
- 2.8 Those principles and policies set out at both national and local level, as outlined above, are supported through the preparation and active implementation of this TP.

3.0 TRAVEL PLAN OBJECTIVES

- 3.1 The availability and quality of local transport and travel options and accessibility of local areas strongly influences quality of life and sustainable development and influence all areas of sustainability whether economic, environmental or social. Recognising this, the primary objective of this TP is set out below, whilst the TP's aims are identified within **Figure 2**, with some resulting benefits should these objectives and aims be met, illustrated within **Figure 3**.

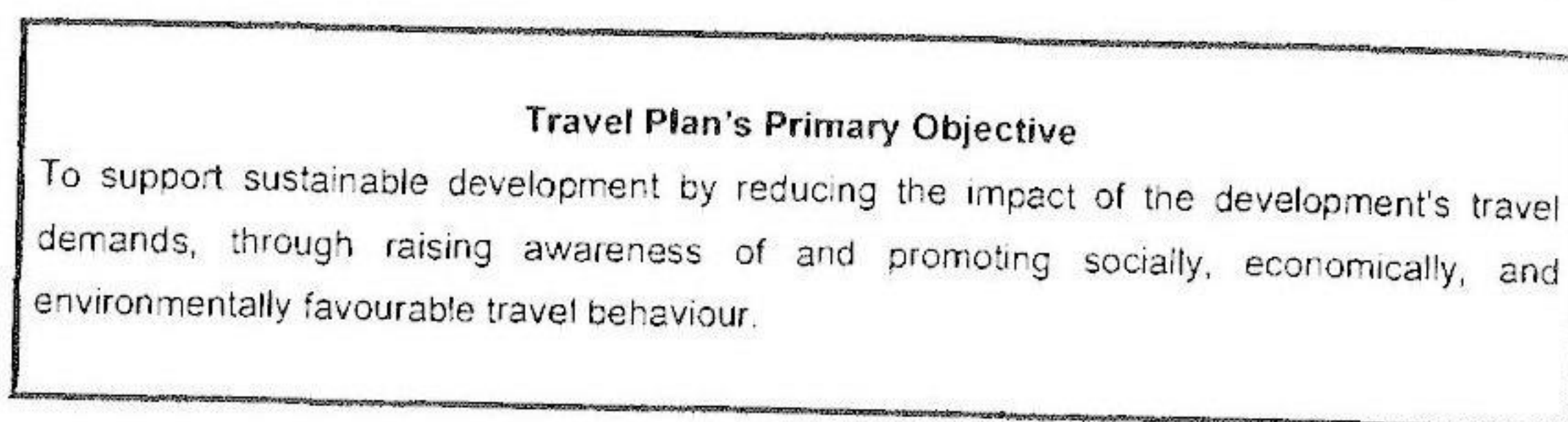


Figure 2: Travel Plan Aims

Ranelagh Road Travel Plan Benefits

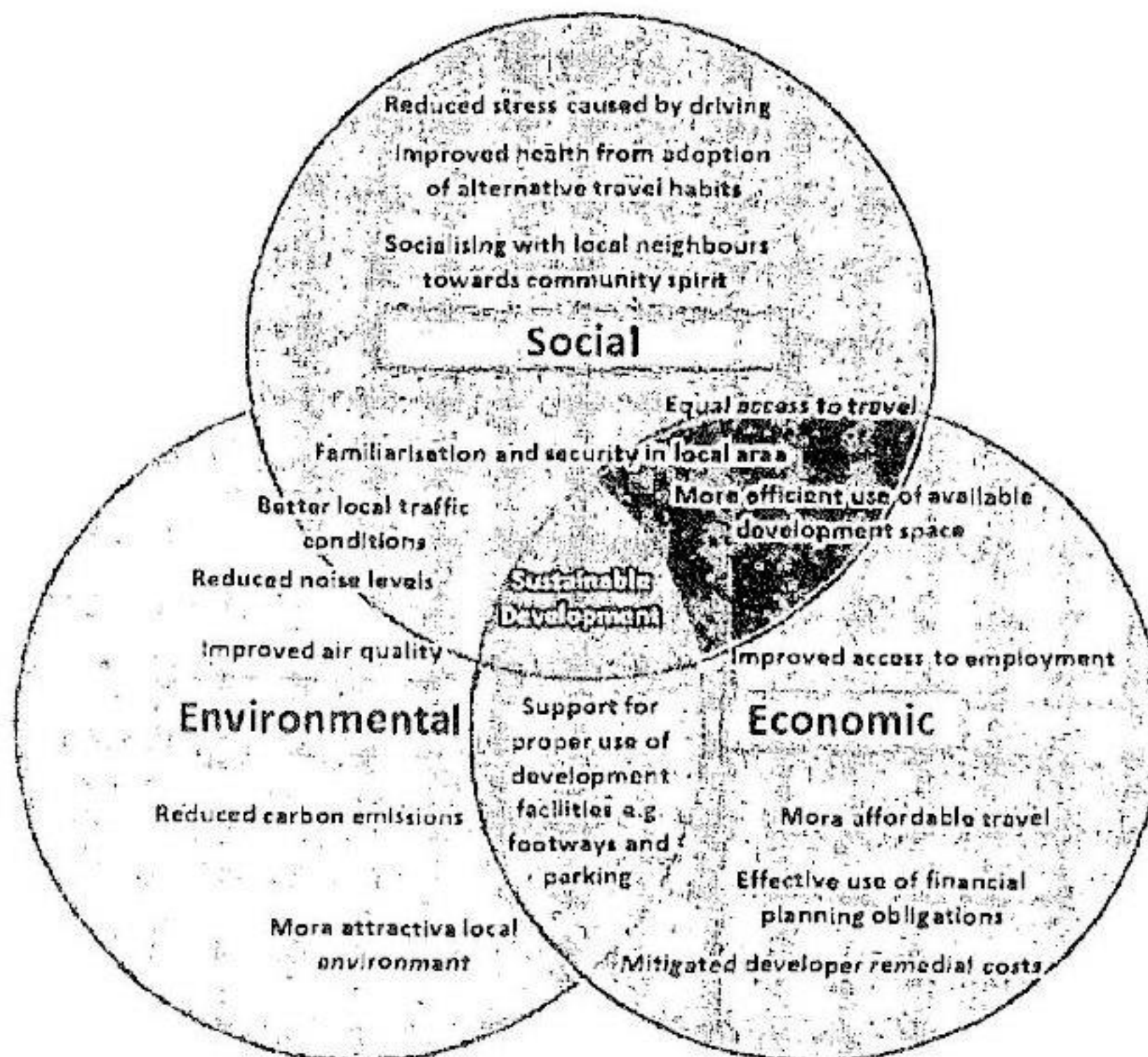


Figure 3: Benefits of meeting the TP's aims and objectives

3.2 Achieving the TP's objectives and aims, and realising the resulting benefits for future users and the wider community would require;

- 1) *Adopting a good knowledge of and relationship with the local area in which the development is situated*
- 2) *Gaining an understanding of local travel practices and setting appropriate travel change targets*
- 3) *Developing a well thought out and continually reviewed strategy of measures and communication platforms*
- 4) *Establishing and actively engaging with a development-relevant approach to implementation and monitoring of the TP*

3.3 The remainder of this document therefore sets out these key areas to establishing a successful TP.

4.0 EXISTING LOCAL ACCESSIBILITY NETWORKS AND PROPOSED DEVELOPMENT

4.1 In meeting the TP's objectives, aims and benefits, it is crucial that consideration is given to the development in relation to the local context in which it will evolve. Therefore, before providing an account of the proposed development, this section summarises the condition and form of existing local networks and infrastructure, both physical; local facilities and pedestrian, cycle, and public transport environment, and in terms of locally available promotional and supporting resources.

Site Accessibility

4.2 The application site presents a good opportunity to support sustainable development with its close proximity to local amenities, pedestrian and cycle networks, bus stops and train stations. Local accessibility in relation to the proposed development site is demonstrated within **Figure 4**.

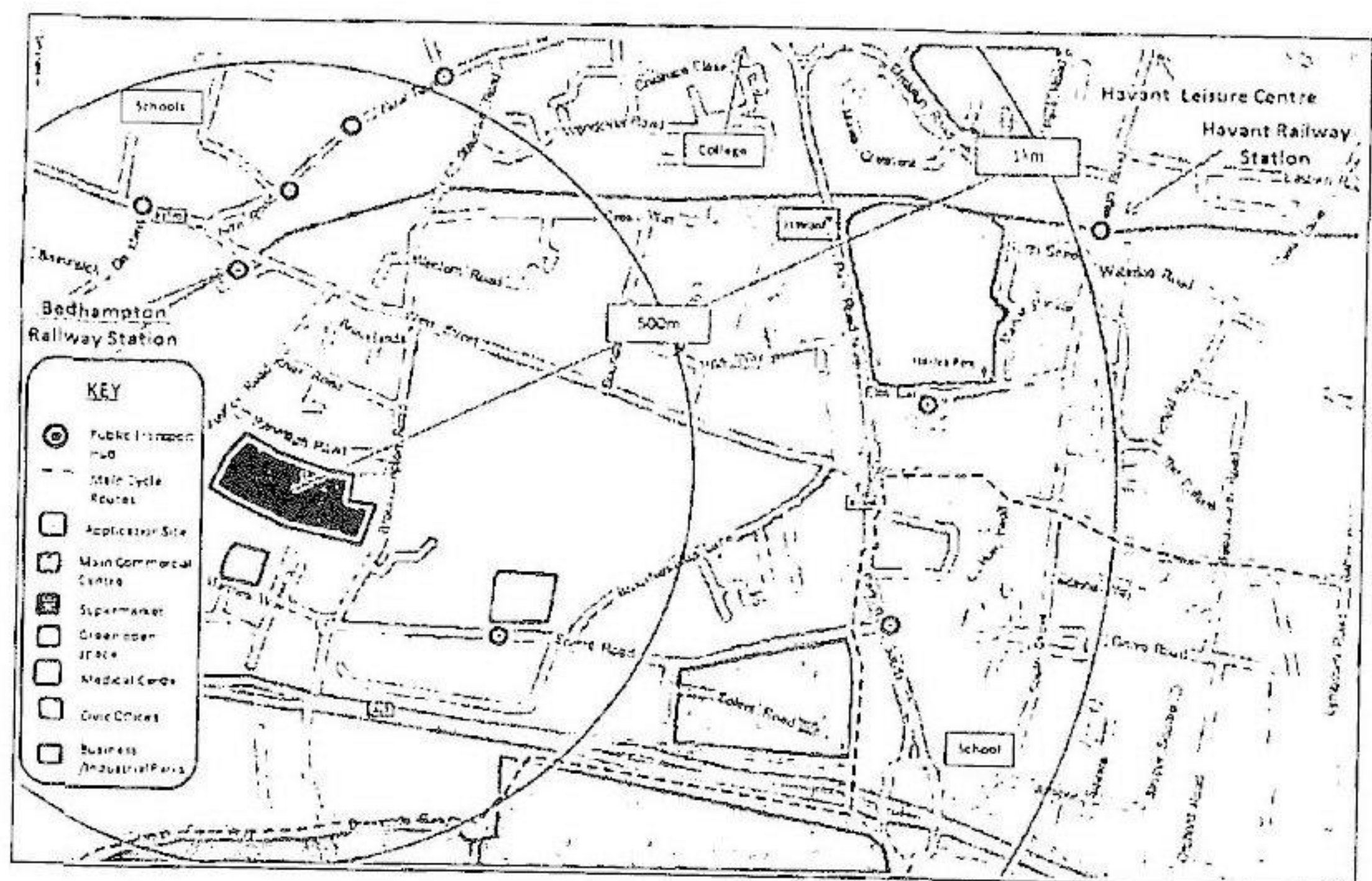
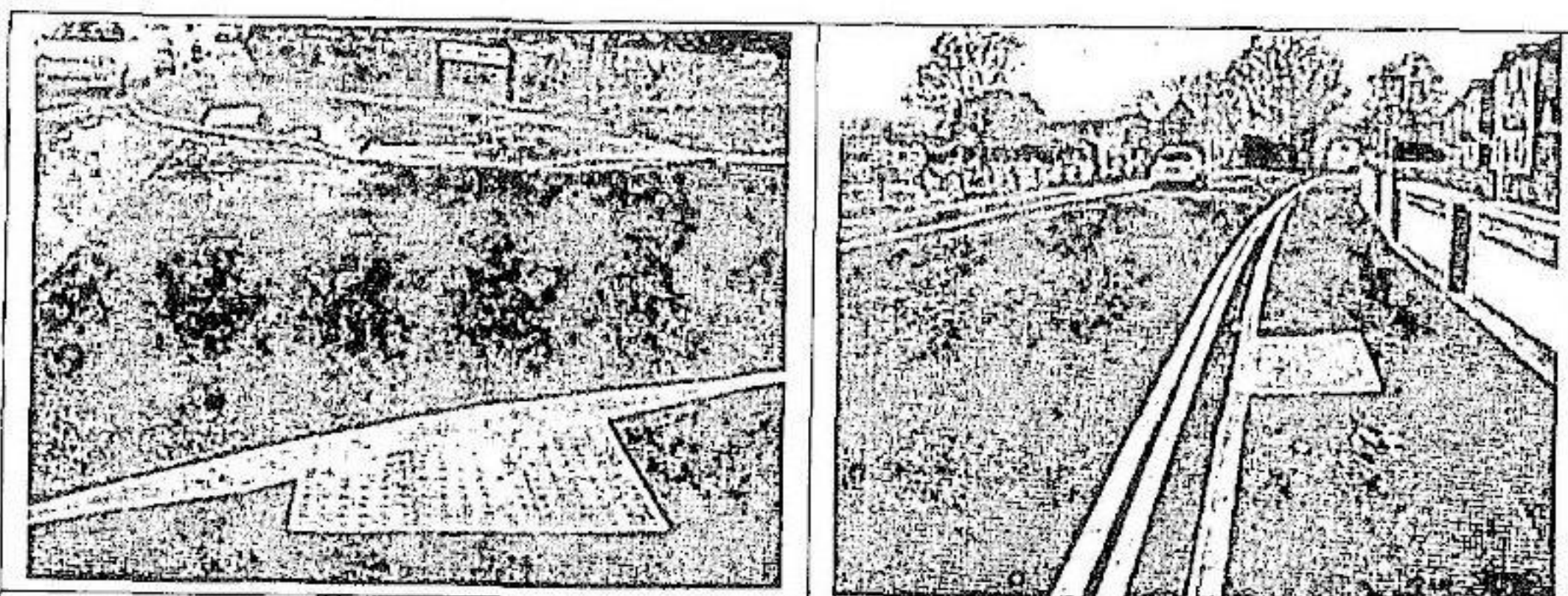


Figure 4: Local Accessibility in relation to Application Site Location

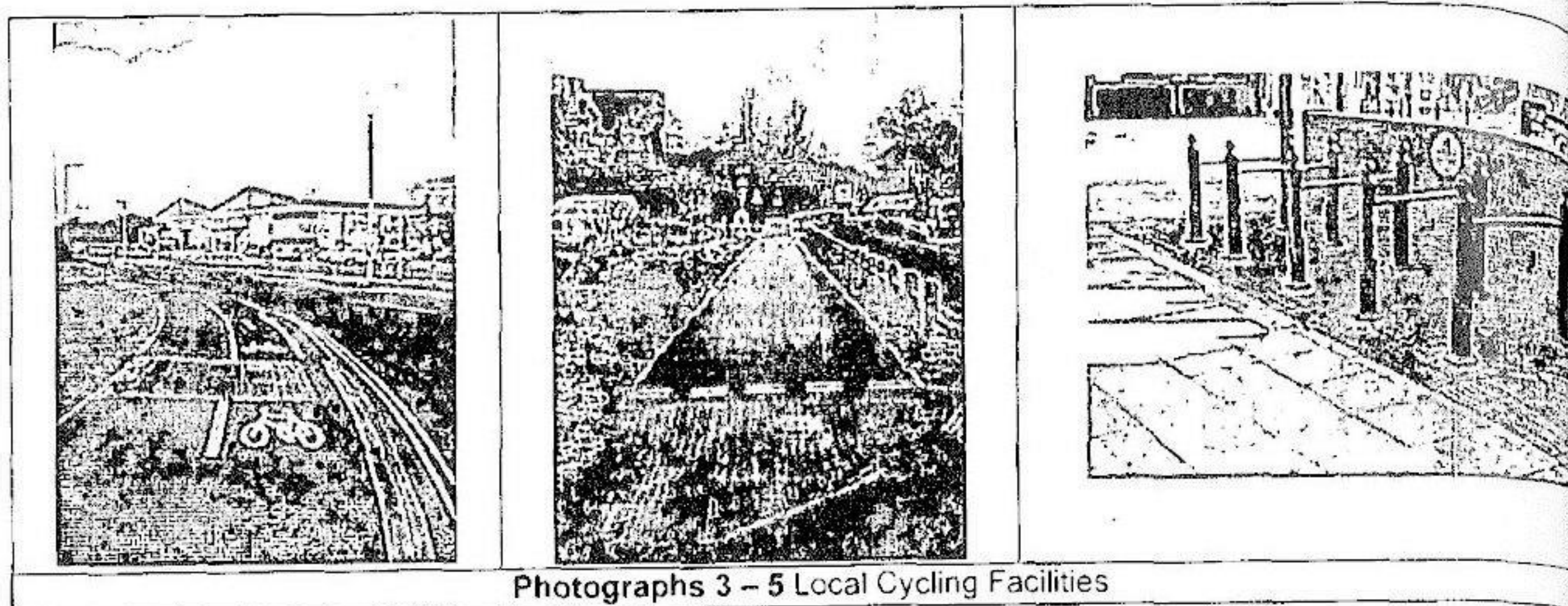
Walking and Cycling

4.3 Pedestrian facilities have been recently implemented as part of the Ranelagh Road north development and include 2.0m wide footways and pedestrian crossing points with tactile paving at the access with Brockhampton Road. These local pedestrian facilities are demonstrated within **Photographs 1 and 2**.



Photograph 1 & 2: Pedestrian crossings with tactile paving on Ranelagh Road

- 4.4 A continuous footway network links the application site with key facilities in Havant town centre located less than 1km from the application site. Such facilities include the Bosmere Medical Centre, located 500m south west of the application site, with footway and lighting improvements implemented along Solent Road as part of improvements to the nearby supermarket (planning application reference: 09/58840/017).
- 4.5 Access for pedestrians and cyclists to Havant Railway station and facilities located north of the railway line (including the sixth form college, leisure centre and civic centre for example) would be facilitated by HBC's proposed infrastructure improvements. Such improvements include improved signage and cyclist right of ways, and bicycle gullies for the railway footbridge at Staunton Road (located approximately 350m north of the application site).
- 4.6 Cycling accessibility and facilities in the vicinity of the application site are relatively good with the Havant town centre being within 1km of the application site. National Cycle Network (NCN) (including Routes 2 and 22) can be accessed within 300m of the application site, providing continuous local cycle-friendly routes between Havant and Portsmouth as well as Emsworth and Hayling Island.
- 4.7 Local cycle-friendly routes and town centre cycle parking is demonstrated within **Photographs 3 – 5**, whilst the application site is identified in relation to the local cycle network within **Figure 5**, with a full map included as **Appendix A**.



Photographs 3 – 5 Local Cycling Facilities

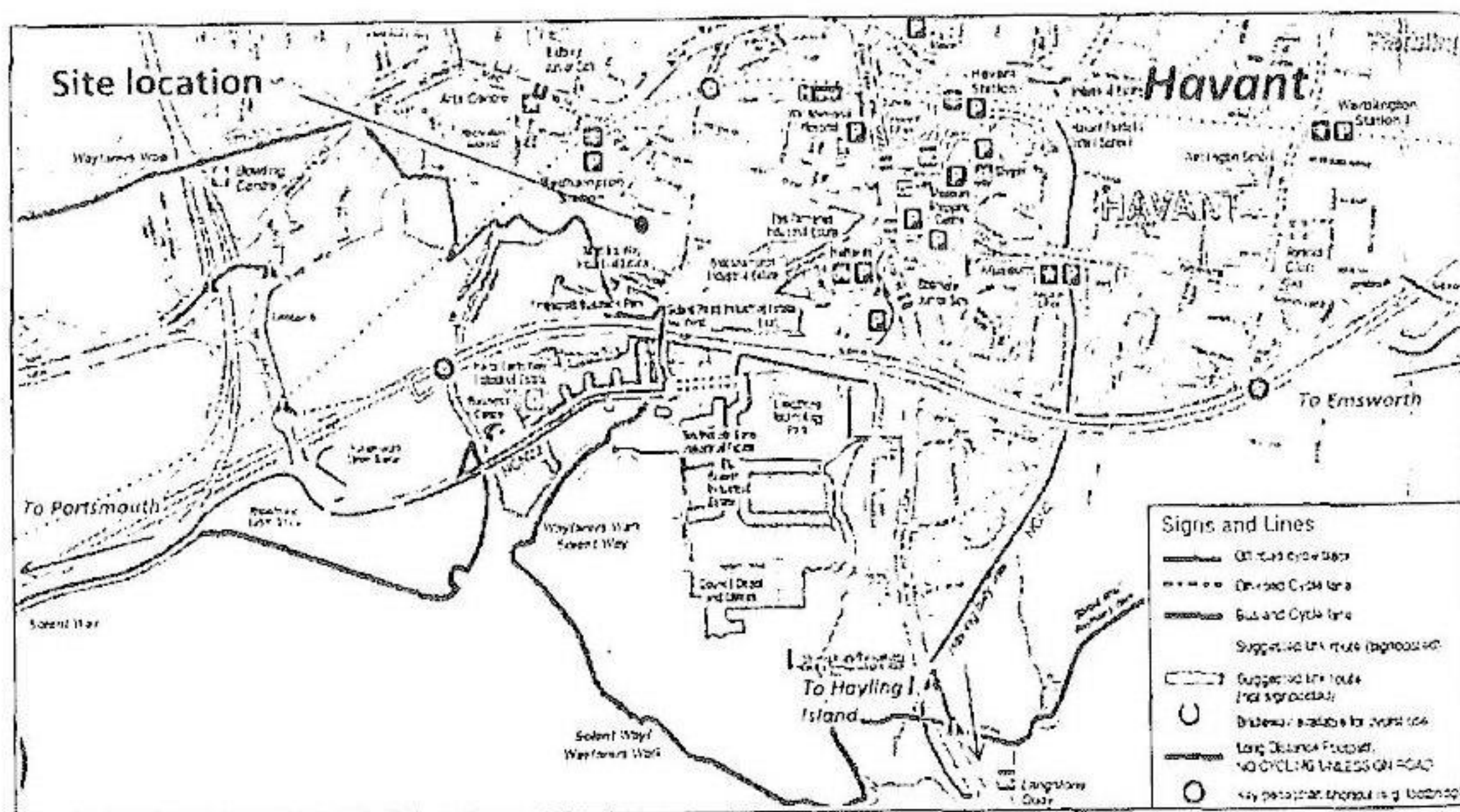
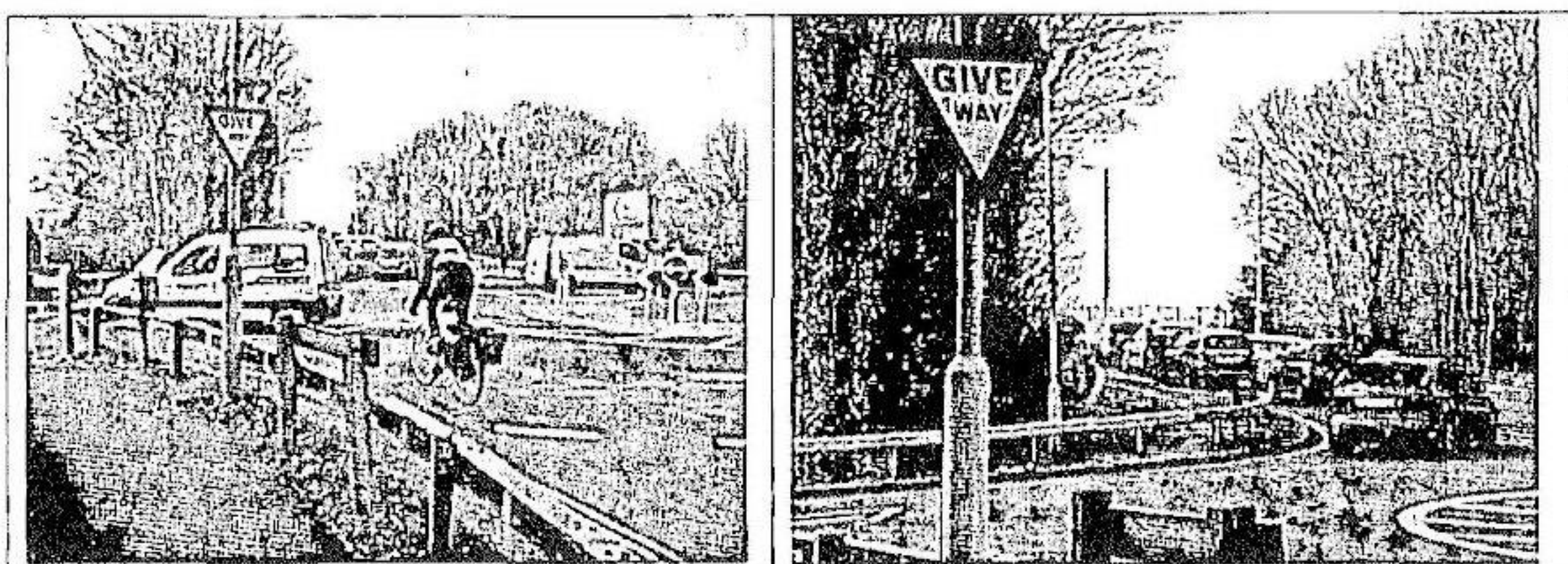


Figure 5: Havant Borough Council Cycle Map Extract

- 4.8 As confirmed through dialogue with HBC, conditions for cyclists between the application site and the local section of the NCN are currently poor with improvements desired to facilitate cycling in this area. It is understood that local sections of the road network, including the Solent Road/Brockhampton Road mini-roundabout and Harts Farm Way/Brockhampton Road may be a potential scheme to be supported through the Section 106 transportation contributions associated with the proposed development. The existing cycling conditions at the Solent Road/Brockhampton Road roundabout are demonstrated within **Photographs 6 and 7**.



Photographs 6 & 7 Cycling conditions on Solent Road/Brockhampton Road roundabout

Bus

- 4.9 A number of bus services and stops are located approximately 500-600m or 5-10 minutes from the application site.
- 4.10 Four services (Stagecoach services 23 and 30, Emsworth & District service 36, and First Hampshire service 145) currently operate at bus stops on New Road. These bus stop locations, including North Street, Brunswick Gardens, Ingledene Close and James Road, are within 500-600m walking distance (approximately 5-10 minutes walking time) from the application site.
- 4.11 Stagecoach Service 23 provides the primary service for local users, operating an extensive timetable between Leigh Park and Southsea every 10 minutes from approximately 0530 to 2330hours. Services 30, 36 and 145 provide less frequently operated services but cater well for access to local schools and colleges. These local bus services are summarised within Table 1, with local routes demonstrated within Figure 6, and timetables included as Appendix A.

Route	Freq. per Hour	First Bus at Nearest Stop	Last Bus at Nearest Stop	Peak Hour Journey Time to Final Destinations	Route Summary
23	Every 10 minutes	0536 / 0617	2307 / 2336	56mins to Southsea 28 mins to Leigh Park	Leigh Park, Havant College, Havant Bus Station, Farlington, Drayton, Cosham, North End, Portsmouth Guildhall, Southsea
30	2 AM peak services	0807	0832	19 mins; Oaklands School 13 mins; South Downs College	Bedhampton, Farlington, Purbrook
36	3 AM services	0925 / 0946	1122 / 1135	23mins; Southbourne 7mins; Bedhampton ASDA	Bedhampton, Emsworth, Westbourne, Southbourne
145	3/1 AM 2/3 PM	0841 / 0813	1641 / 1607	13mins; Emsworth 29mins; W'looville 42mins; Hambledon	Hambledon, Denmead, Cowplain, Waterloooville, Purbrook, Leigh Park, Bedhampton, Havant, Emsworth, Cosham

Table 1: Local Bus Services Summary

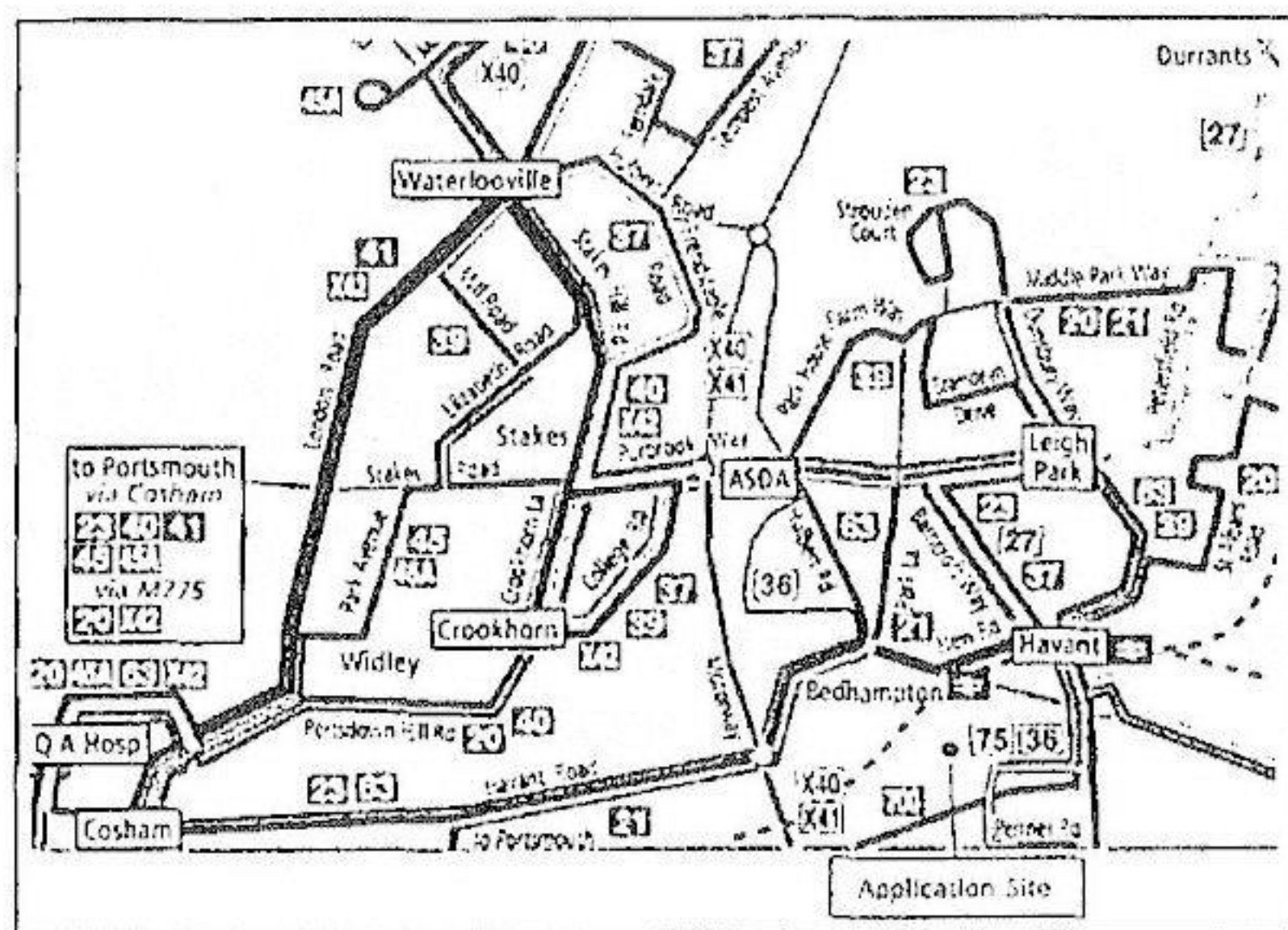
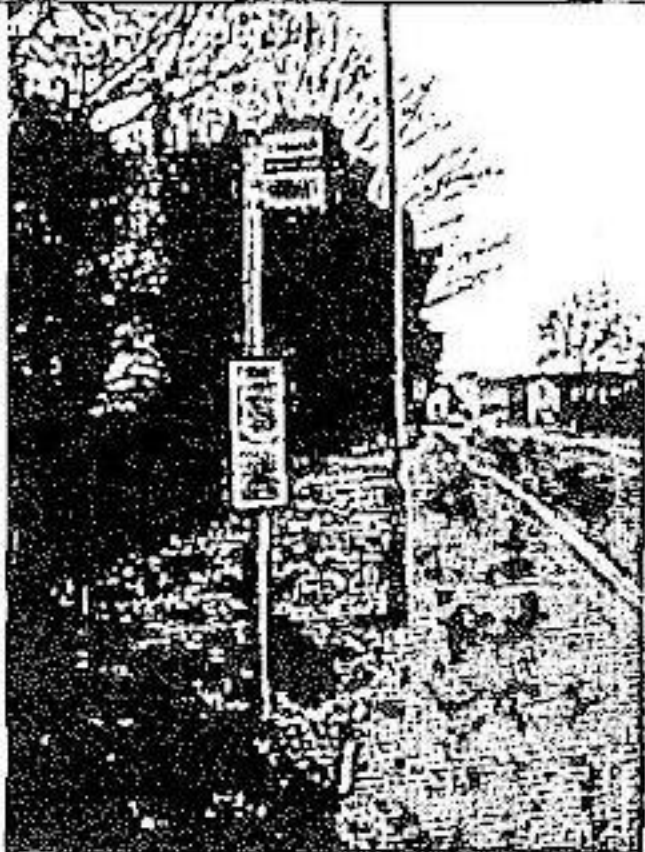


Figure 6: Local Bus Networks (Obtained from HBC Website)

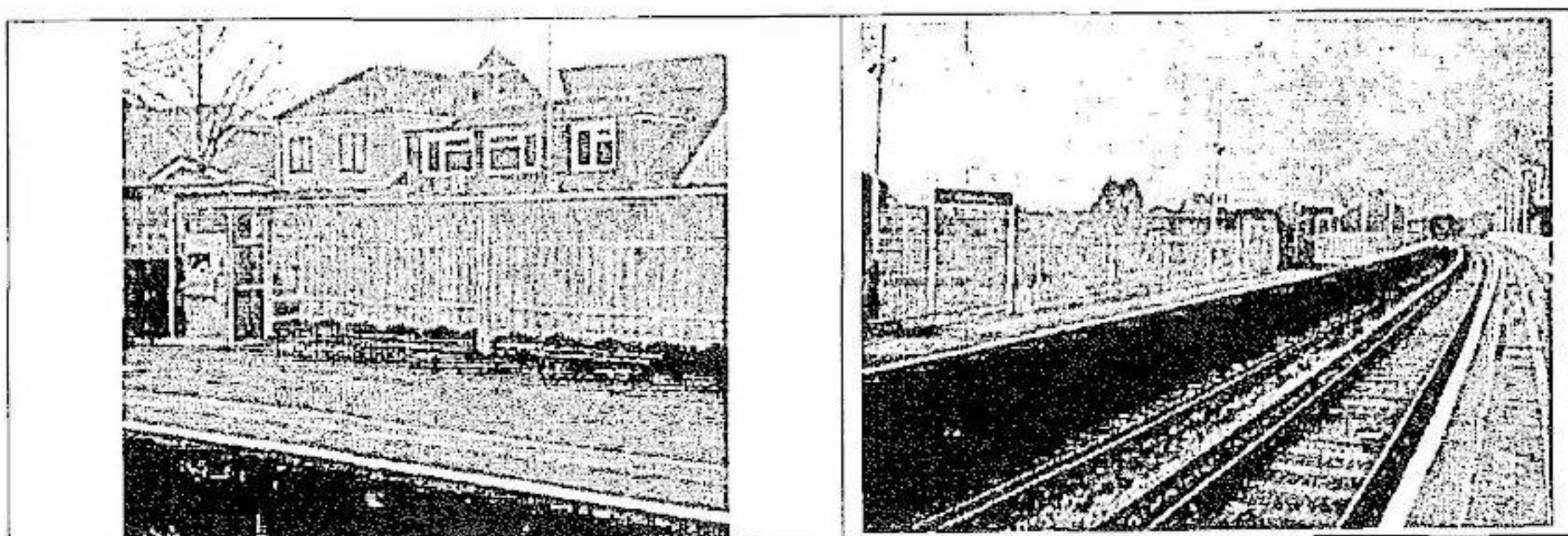
4.12 Havant bus station is a modern transport hub located less than 1km east of the application site (approximately 15 minutes walking time), and utilised by frequent bus services to destinations including Portsmouth, Chichester, Emsworth, and Waterloo. National Express coach services also operate from this station.

4.13 The Emsworth & District 'Hail & Ride' Bus Service 75 runs along Solent Road 3 times per hour, with a designated stop at Bosmere Medical Centre. This service connects Havant Bus Station with Langstone Business Park, with journey durations of 4 minutes to either destination from Bosmere Medical Centre stop. Service 75 is summarised within Table 2 with the Solent Road bus stop demonstrated within Photograph 8.

Route	Frequency per Hour	First Bus	Last Bus	Route Summary	
75 to Langstone Technology park	3	0710	2045	Langstone, Langstone Business Park. Havant, Havant Tesco Superstore. Havant, Solent Road. Havant, Market Parade Havant.	
75 to Havant Bus Station	3	0725	2055	Havant, Havant Bus station	
Table 2: Route No. 75 Bus Service Summary					Photograph 8 Solent Road Bus Stop

Rail

- 4.14 Bedhampton Railway Station is located less than 0.5km northeast of the application site (as demonstrated previously within Figure 2), and provides frequent access to services running on the Portsmouth Direct Line between Portsmouth and London and the West Coastway Line between Brighton and Southampton. Bedhampton Railway Station is supported with facilities including secure cycle storage, accessible self-service ticket machines, customer help points and part time staffing, and sheltered seating areas. Such facilities are demonstrated within **Photographs 9 and 10**.
- 4.15 Havant Railway Station provides the next stop for eastbound train services and as a main transport hub, operating wider connecting and more frequent services to Southampton Central, London Victoria, Portsmouth and Southampton, Brighton and Bristol Temple Meads.



Photographs 9 - 10 Bedhampton Railway Station Facilities

Local Road Network

- 4.16 The Local Road Network (LRN) is discussed in detail within the application's associated TA, including sections on local routes, accident levels, traffic junction flows and capacity and on-street parking arrangements.
- 4.17 This TP primarily promotes the use of non-vehicle travel modes where appropriate and possible. However, the TP's ethos of supporting future site-user accessibility and inclusivity encourages consideration to extend to vehicle use, in the interest of vehicles users and non-vehicle users, living and using the future site as well as those from the local area. The use of the LRN by future site users is therefore considered within the subsequent sections of this report.

Key Travel Resources

4.18 Sustainable travel opportunities are supported locally by more than the physical infrastructure in place. A summary of key locally available resources to support local sustainable travel opportunities is included within Table 3.

Resource	Description	Details/Contact
Online		
Living Streets	National organisation for supporting pedestrians	www.livingstreets.org.uk
Bikehub	The Bicycle Association of Great Britain's online network	www.bikehub.co.uk
Sustrans	The national sustainable transport charity	www.sustrans.org.uk
Cyclestreets UK	Online cycling journey planner	www.cyclestreets.net
Traveline	Online Bus travel journey planner	www.traveline.info
Hantscarshare	Part of a national car sharing implementer	www.hants.liftshare.com
Fix My Transport	Online facility for resolving local transport infrastructure problems	www.fixmytransport.com/
National Rail Enquiries	The UK rail travel online portal	www.nationalrail.co.uk
Havant Borough Public Transport Information Webpage	local journey planning, access to maps, timetables	www.havant-travel.info
Local Forums		
CTC Portsmouth	Local arm of national cycle charity	www.ctcportsmouth.hampshire.org.uk
SignPost	Portsmouth Travel Forum	www.portsmouth.gov.uk/living/10991.html
Cycle Shops		
Sivyer Cycles	Local Cycle Store	10 North Street Arcade, Town Centre
Halfords Cycle Store	Cycle Superstore	Unit 3 Solent Retail Park, Solent Road
Local Active Travel Plans		
Havant Borough Council Local Travel Plan Officer	Tracey Ford (HBC)	023 9247 4174 (HBC)
Bosmere Junior School	Level 3 Travel Plan	South Street, Hampshire
Fairfield Infant School	Level 3 Travel Plan	Fairfield Road, Havant
Bidbury Junior School	Level 3 Travel Plan	Fraser Road, Bedhampton
Havant College	implemented Travel Plan	New Road, Havant
Various local businesses		To be obtained from HCC
Scottish & Southern Energy	Penner Road Travel Plan Coordinator	To be obtained from HCC
Local Public Transport Operators		
First Hampshire	Local bus service operator	0870 010 6022 www.firstgroup.com/hampshire
Emsworth & District	Local bus service operator	01243 378337 www.emsworthanddistrict.co.uk
Stagecoach	Local bus service operator	0845 121 0190 www.stagecoachbus.com/south
South West Trains	Regional train service operator	0845 6000 650 www.southwesttrains.co.uk
Southern Railways	Regional train service operator	0845 1272 920 www.southernrailway.com

Table 3: Local Travel Network Contacts

5.0 PROPOSED DEVELOPMENT INDICATIVE BASELINE TRAVEL PATTERNS

Accommodation Schedule

- 5.1 The proposed development consists of 81 units, as demonstrated within the site layout included as **Appendix B**, and summarised within **Table 4**.

Unit Type	Number of Dwellings
1 Bedroom Apartment	10
2 Bedroom Apartment	12
2 Bedroom House	6
3 Bedroom House	53
Total	81

Table 4: Accommodation Schedule

Internal Highways Arrangement

- 5.2 Whilst the internal highways arrangement is discussed in detail within the application's associated TA, internal site accessibility should be considered in relation to the accessibility of the wider area. As detailed within previous sections, the site layout demonstrates permeability and promotion of an equal relationship between pedestrians and cyclists and vehicles through the shared surface road design and home-zone principles.
- 5.3 As detailed within relevant sections of the associated TA, HBC parking standards and strategy has moved away from seeking to promote alternative travel practices by limiting available parking space. However, in line with HBC parking standards, the proposed level and layout of on-site parking seeks to encourage parking practices which support the accessible and permeable 'home-zone' environment for all street-users.
- 5.4 As detailed within the TA, the proposed internal site layout (**Appendix B**) supports a permeable and attractive environment, and the safe, harmonious and efficient movement of all street users and travel modes. The proposed internal site layout adopts Manual for Streets (MfS) and home zone design principles, with a shared surface arrangement in sections, and active frontages at the edge of carriageways. The proposed development site layout is demonstrated within **Figure 7**.

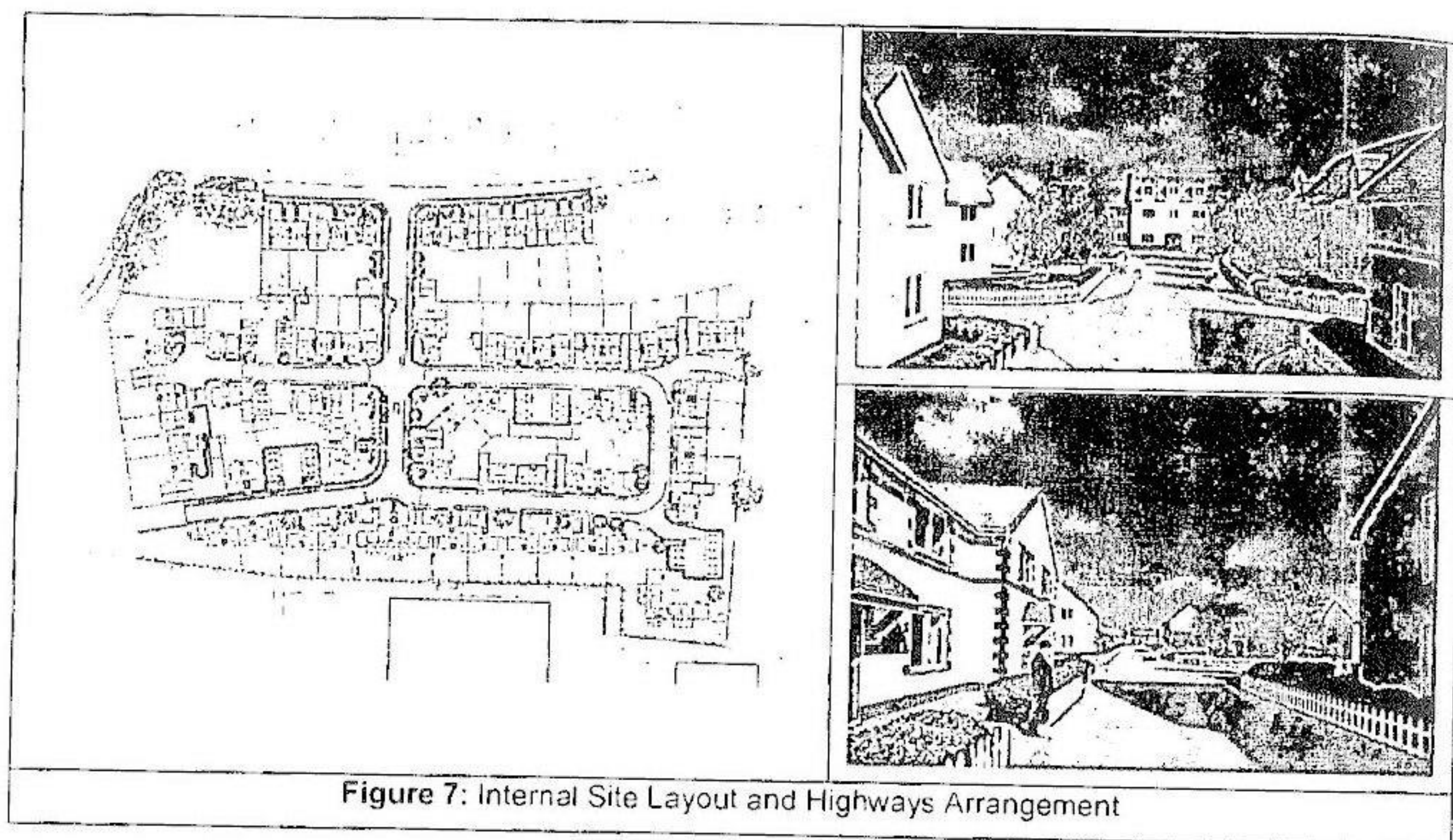


Figure 7: Internal Site Layout and Highways Arrangement

- 5.5 With the application site currently undeveloped, an accurate baseline modal share is not currently possible to provide for the proposed development site. As detailed within **Section 7 Implementation and Monitoring**, travel surveys will be undertaken within a specified period following occupation of the proposed dwellings to determine an accurate baseline, against which travel mode share targets can be set.
- 5.6 To inform suggested measures and modal split targets, an indicative modal split has been established for the proposed development site. This has been achieved through obtaining multimodal shares of reflective sample sites provided by the TRICS (2012a) database, based on surveys carried out on weekdays only, for sites which are similar in size and demographic as the proposed development, and in 'edge of town centre' or 'suburban' locations outside of London.
- 5.7 Individual multimodal shares have been obtained through TRICS to reflect the range in tenure and house type. The separate shares have also been combined (with weighting applied to reflect the accommodation schedule, including the ratio of private to affordable accommodation, and houses to flats) to achieve an indicative multimodal share for the proposed development as a whole. The indicative multimodal shares are summarised within **Table 5**, with full outputs attached as **Appendix C**.

Element of Development	Baseline Modal Split				
	Private Car including Car Share	Public Transport	Walking	Cycling	Total
Affordable Flats (16 units)	37% (6 units)	9% (1 unit)	53% (8 units)	1% (0 units)	100%
Affordable Houses (8 units)	50% (4 units)	4% (0 units)	41% (4 units)	5% (1 unit)	100%
Affordable Modal Shares (30% of development)	10 units	1 unit	12 units	1 units	24 units
Privately Owned Flats (6 units)	56% (3 units)	5% (1 unit)	36% (2 units)	3% (0 units)	100%
Privately Owned Houses (51 units)	77% (39 units)	3% (2 units)	18% (9 units)	2% (1 units)	100%
Private Modal Shares (70% of development)	42 units	3 units	11 units	1 unit	57 units
Overall Development	52 units / 65%	4 units / 5%	23 units / 28%	2 units / 2%	81 units / 100%

Table 5: Indicative Baseline Modal Split for Proposed Residential Development

5.8 Indicative target modal shares have been considered in relation to the baseline data presented within Table 5, the existing accessibility and sustainable travel infrastructure described previously, and the proposed promotional measures outlined within subsequent sections of this TP.

5.9 A number of variables exist which may have a positive or negative influence on travel modal shares which are beyond the control of the TP, such as unanticipated shifts in development build-out rates, the wider economic climate, infrastructure and technological changes, and social trends. Considering this, and the in line with the TP's evolving nature, all targets and measures would be reviewed and revised where necessary, and agreed with the LHA. The indicative multimodal travel share targets are outlined within Table 6.

	Base Year	End of Year 1	End of Year 3	End of Year 5	Total Modal Shift
Private Car	60%	58%	54%	50%	-10%
Car Share	5%	5%	6%	7%	+2%
Public Transport	5%	5%	6%	7%	+2%
Walking	28%	28%	29%	30%	+2%
Cycling	2%	4%	5%	6%	+4%

Table 6: Travel Plan Target Modal Split

- 5.10 The overall target of the TP is to create a 10% shift in modal choice away from private car towards more sustainable modes. The strategy for achieving this is to be continually reviewed, although is likely to involve a focus on increasing levels of cycling and maintaining a positive level of pedestrian activity. The strategy of how to achieve this modal shift (or the relative shifts agreed on an annual basis) is explained within **Section 6**.

6.0 TRAVEL PLAN STRATEGY

6.1 This TP has been developed using the SMART (Specific, Measurable, Achievable, Realistic, Time-bound) targets methodology set out within HCC Guidance to Development Related Travel Plans. The following section proposes a strategy – including key stages, potential measures, and communication strategy – to be adopted and evolved by the Travel Plan Co-ordinator (TPC) throughout the official lifetime of the TP.

Key Stages: Pre-Occupation

6.2 In order to meet the key objectives of this TP, it is essential that a number of measures be implemented at an early stage and are relevant to the varying local demographic. Completing tasks set out within the Pre-Occupation Action Plan would help establish the TP and support future site users familiarity with, contribution to, and adoption of the TP's principles and practices. The success of the TP will ultimately be determined by the level of resident involvement in its development, and the extent to which a sense of TP ownership is created among residents.

6.3 Prior to first occupation, the TPC should have completed the tasks set out within Table 7.

✓ Stage 1: Pre-Occupation Action Plan Tasks											
	A Travel Plan Co-ordinator (TPC) to be appointed										
	Relevant TP 'logo' and identity to be established by TPC for all TP initiatives and communication										
	TPC to contact LHA Travel Plan Officer for information on local travel events etc and confirm Action Plan to be submitted shortly (see relevant paragraph in TP Section 6)										
	TPC to contact other local TPCs to discuss respective sites and TPs and future co-operation opportunities										
	TPC to establish contact with other local service providers										
	TPC to become aware of/attend available local travel forums										
	TPC to prepare a Travel Welcome Pack as part of First Residents' Home Welcome Pack to include:										
	<table border="1"> <tr> <td></td><td>A Travel Plan leaflet briefly summarising the TP principles, objectives and strategy</td></tr> <tr> <td></td><td>Review of site layout and any hard measures supporting accessibility</td></tr> <tr> <td></td><td>Information on the local area's facilities/services</td></tr> <tr> <td></td><td>Cycle and pedestrian routes, distances and estimated travel times, and Local Cycle Network Map</td></tr> <tr> <td></td><td>Public Transport information including service timetables, prices and stop/station locations</td></tr> </table>		A Travel Plan leaflet briefly summarising the TP principles, objectives and strategy		Review of site layout and any hard measures supporting accessibility		Information on the local area's facilities/services		Cycle and pedestrian routes, distances and estimated travel times, and Local Cycle Network Map		Public Transport information including service timetables, prices and stop/station locations
	A Travel Plan leaflet briefly summarising the TP principles, objectives and strategy										
	Review of site layout and any hard measures supporting accessibility										
	Information on the local area's facilities/services										
	Cycle and pedestrian routes, distances and estimated travel times, and Local Cycle Network Map										
	Public Transport information including service timetables, prices and stop/station locations										
	TPC to decide on communication strategy including attendance at resident meetings, newsletters, online tool and use of any external communication forms										
	TPC to prepare TP action database for logging/recording the following details:										
	<table border="1"> <tr> <td></td><td>Action Plans and Spend</td></tr> <tr> <td></td><td>Household details</td></tr> <tr> <td></td><td>Household Personal Travel Planning Assistance/Communication</td></tr> <tr> <td></td><td>Local Key Players Contact Details</td></tr> <tr> <td></td><td>Survey Responses</td></tr> </table>		Action Plans and Spend		Household details		Household Personal Travel Planning Assistance/Communication		Local Key Players Contact Details		Survey Responses
	Action Plans and Spend										
	Household details										
	Household Personal Travel Planning Assistance/Communication										
	Local Key Players Contact Details										
	Survey Responses										

Table 7: Pre-Occupation TP Tasks

- 6.4 As detailed previously, the TPC would be required to provide their contact details and a finalised Action Plan complete with dates and measures as determined in liaison with the LHA. Through this dialogue, the TPC should also confirm their understanding of the TP's purpose, objectives and strategy, and confirm that the required pre-occupation work has been prepared and to a sufficient level. This communication should be in the form of an email or brief letter, including the contact details, Action Plan, a brief statement with headings including 'TP Objectives', 'TP Strategy', 'TP Monitoring and Implementation'.

Key Stages: From First Occupation to Full Occupation

- 6.5 Whilst the main active period of the TP (after pre-occupation duties) would commence at full occupation of the development, the timeframe between first occupation and full occupation remains a crucial period for implementation.
- 6.6 It is essential that the TP is developed within this period to stay flexible with and sensitive to any fluctuation in build-out and occupation timescales. The TP work carried out within this phase should allow it to benefit and involve new residents whilst remaining relevant to the level and rate of occupation and ensuring future new residents can still become involved upon occupation. By full occupation period should involve completion of those tasks set out within Table 8 should have been carried out.

✓	Stage 2: First – Full Occupation Action Plan Tasks
	Provision of Travel Welcome Pack upon occupation of each household
	Dialogue with marketing/sales team for their awareness/promotion of TP, maintain up to date occupancy record and learn of new resident travel concerns/priorities
	'Snapshot' travel survey (until whichever is earlier 3 months/100% first occupation as detailed within the 'Implementation' section)
	Preparation of first newsletter (at whichever is earlier: 6 months after 1st occupation/ 75% occupation)
	Attendance at Travel Plan Forum
	Attendance at any development/local residents meeting
	Maintenance of online webpage
	Personal Travel Planning

Table 8: First to Full Occupation TP Tasks

Key Stages: Five Years Following Full Occupation

- 6.7 The official TP period would remain active for 5 years following full occupation. With the TP platform and networks set up prior to full occupation (through implementation of Stages 1 and 2), this period would develop towards the ultimate aim of resident adoption and integration of the development site with the local community.

6.8 During this time, the platform would be expanded upon through implementing a variety of measures. Such measures would be determined by the TPC in dialogue with residents, local authorities and other key players, as knowledge, familiarity and relationships surrounding the TP and local area develop. The remainder of this section suggests such measures which may be adopted by the TPC.

Modal Measures: Walking and Cycling

6.9 This TP has previously summarised the local walking and cycling networks and facilities which this TP should promote to residents. Encouraging a familiarity with walking and cycling opportunities early on – including through working with local and national campaigns and events and with local key players – whilst aiming to secure development discounts at local stores, would maximise the potential for residents to habituate walking and cycling into their everyday travel practices. Potential measures for supporting local walking and cycling are set out within Table 9.

✓	Promotional Measures: Walking and Cycling
	Maintenance of local area walking/cycling route/duration map with residents, adding further information and photograph contributions from new residents
	Promote use of site and local walking facilities (also see TP monitoring section)
	Co-ordinate a Bike Doctor event/s with local area
	Publicise local cycle stores and negotiate special development discounts for residents
	Co-operation and co-ordination with local, regional or national campaigns and events such as Walk to Work Week (www.livingstreets.org.uk) Bike Week (www.bikeweek.org.uk) Sustrans Big Cycle and Walk Challenge (www.getmeactive.org.uk) Portsmouth Big Green Commuter Challenge (www.thebiggreencommuterchallenge.co.uk)
	Publicise assistance of local CTC representative to address needs/assist residents in bike training etc
	Co-operate with local Walking Group and CTC representative for local events/groups etc

Table 9: Potential Walking and Cycling Promotional Measures

Modal Measures: Public Transport

6.10 The close proximity to the public transport networks is a primary asset for this travel mode. Maximising resident use of Public Transport would be further supported through ensuring awareness of these facilities whilst highlighting costs and benefits in comparison to single occupancy vehicle use. Promotion of public transport could therefore occur through the measures set out within Table 10.

✓	Promotional Measures: Public Transport
	Maintain local Public Transport network/facilities maps, timetables and information with residents, adding further information and photograph contributions from new residents
	Prepare a comparison cost table for Public Transport and Single Car Travel
	Negotiate special development discounts and season ticket rates
	Maintain dialogue with local public transport service operators to remain informed on service changes and promotions

Table 10: Potential Public Transport Measures

Modal Measures: Promote Car Sharing

- 6.11 Car sharing is a simple and effective way to quickly reduce the number of lone car trips, whilst bringing reductions in transport costs, congestion and pollution, and social benefits including increasing resident interaction and co-operation. The free Hantscarshare.com website service, where users can find potential car-sharing partners, should be promoted by the TPC, whilst the TPC could also consider establishing and co-ordinating a local development/area car-sharing network database. Potential measures for supporting car-sharing are set out within **Table 11**.

✓	Promotional Measures: Car Sharing
	Promote social, economic and environmental benefits of car-sharing, including the Hantscarshare.com link, support residents in setting up
	Consider setting up development/area car-sharing network

Table 11: Potential Car-Sharing Measures

Modal Measures: Sustainable Private Vehicle Use

- 6.12 On occasions when single occupancy vehicle use is unavoidable or where alternative travel options are significantly limited in comparison, the TPC should seek opportunities to promote sustainable driving practices. This would include through provision of information on the site's design principles, fuel-efficiency practices, and the most accessible use of the local road network, including provision of information on peak hour times of the Bedhampton level crossing as detailed further within the TA. Potential measures for supporting sustainable driving practices are therefore set out within **Table 12**.

✓	Promotional Measures: Sustainable Car Use
	Provision of information on local road network routes, level crossing peak hour timetables, fuel efficiency practices and fuel efficient vehicles

Table 12: Car-Sharing Measures

Modal Measures: Home/Remote Working and Other Modes

- 6.13 Options for working from home, utilising technology to enable remote working in public locations such as cafes and on the train, and teleconferencing, are becoming an increasing feature in many workplaces. Whilst this residential TP could identify and co-operate with local business TPs and residents' respective workplace TPs – and be supported by the home office facilities included with the Code for Sustainable Homes adhering development – the TPC should also keep abreast of developments in new working practices whilst promoting the social, economic and environmental benefits of such 'smarter working'.

6.14 This TP has not identified specific targets for other travel modes such as motorcycle or taxi, or potential future alternative options such as Electric/Alternatively Fuelled Vehicles. However, should monitoring exercises and communication with residents and key players identify a strong interest in other travel modes, measures (and associated targets) should be considered and explored by the TPC through dialogue with the local key players such as operators and the LHA Travel Plan Officer. Potential measures for supporting home/remote working and potential other modes are set out within Table 13.

✓	Promotional Measures: Home/Remote Working and Other Modes
	Identify and co-ordinate efforts with local business TPs and residents' respective Workplace TPs to promote the benefits of home/remote working
	Consider and explore measures and targets for other travel modes if and when become relevant

Table 13: Potential Home/Remote Working and Other Modes

Local Area and Other Site Users

6.15 The TP should not evolve with the development in isolation to the local area and community. Maximising use and enjoyment of the local area is essential to providing an effective TP. Successful co-operation with and promotion of the local area, its various facilities and key players would lead to a wide range of related benefits including:

- Stronger sense of local community
- Greater presence of local pedestrian and cycle activity
- Greater understanding of the locale
- Business interest in supporting TP initiatives/measures
- Larger pool of people/players/groups to support local negotiations, campaigns etc
- Greater resource and voice to tackle local travel issues such as parking practices, bus service amendments and damaged facilities
- Greater understanding of local travel needs, trends and opportunities
- TP practices embedded locally and sustained beyond the 5-year life

6.16 The TP should promote the local area's facilities whilst actively engaging with local resident and community associations and groups, schools and businesses. Such local engagement could develop through the measures set out within Table 14.

6.17 As well as co-ordinating the promotion and practice of sustainable travel with the wider local community, the TP should be encouraging and extending sustainable travel opportunities to any visitors and delivery vehicles travelling to and from the site. The residents own positive sustainable travel experiences should have a knock-on effect to visitors. This would be supported further by an increasingly accessible and attractive network through the internal site design, site location and location transport infrastructure developments, helping encourage visitors to consider travelling by other means than private vehicle.

6.18 Sustainable travel practices could also extend to site deliveries, where appropriate and possible, with the TP identifying opportunities for dialogue and promotion with the local area and available services such as online food shopping or other new initiatives as they develop.

✓	Promotional Measures: Local Area and Other Site Users
	Promotion of local area's key facilities and players through information/maps/photographs/details
	Co-operate with local businesses to establish opportunities for long term interest/investment in TP
	Work with other local Resident Groups/Associations e.g. attend meetings, share communication platforms
	Develop dialogue with local schools to share TP initiatives, communication platforms and experiences
	Attend local travel forum events/meetings such as Portsmouth SignPost
	Aim for and assist residents promotion of sustainable travel options to visitors
	Promote and explore opportunities to co-ordinate deliveries

Table 14: Potential Engagement with Local Area and Other Site Users

Marketing and Communication

6.19 It is essential that a clear, recognisable and site-specific TP identity is established which all site users can quickly associate with its purpose, objectives and benefits. This would be achieved through a well co-ordinated marketing and communication strategy (with the same logo used each time where possible), with use of relevant existing and new communication platforms, including (as also demonstrated in example material within Appendix D);

- The Travel Welcome Pack
- The bi-annual newsletter
- An online TP information facility
- Use of local management group/housing association newsletters/websites
- Exposure in/use of other local groups/resident associations' communication platforms
- Exposure in/use of local travel forums

7.0 IMPLEMENTATION AND MONITORING

- 7.1 This TP's strategy is designed to work in accordance with and be sensitive to the development timescales, with implementation remaining dependent upon when the scheme is granted planning permission (Section 106 to be signed), built out and occupied.
- 7.2 As previously identified, the TP will be facilitated to some extent prior to implementation (i.e. through preparation of this TP document and construction of the internal site) and just prior to first occupation (implementation of TP 'Stage 1') with further measures implemented at first occupation ('Stage 2').
- 7.3 The TP would become fully active at full occupation, and would be actively co-ordinated for 5 years from that point. At the End of 5 Years from full occupation stage, the TP would have been shaped in such a way that its practices and principles should become fully embedded into the development and local community, and therefore sustained beyond its 'active' life. The best chance of success would occur should the following areas be suitably implemented.

The Travel Plan Coordinator (TPC)

- 7.4 The TPC position would be part-time over the course of the TP, potentially operated by an external consultant, although its 'front-loading' nature requires a relatively time-intensive initial stage. The TPC is responsible for implementing and monitoring the TP through collaboration with (and regularly informing) Orchard Homes and any Registers Social Landlord (RSL) and/or management company operating at the development, whilst ensuring residents are involved, informed and represented at every stage.
- 7.5 More specifically, the role of the TPC requires:
- Overseeing the development and implementation of the TP
 - Obtaining and maintaining commitment and support for the TP
 - Designing and implementing an effective marketing strategy and raising awareness
 - Staying informed on campaigns, promotions, services and facilities
 - Setting up, co-ordinating and/or attending steering groups/resident association meetings
 - Acting as the point of call for all TP enquiries
 - Co-ordinating the monitoring programme for the TP including organisation of surveys

- 7.6 On appointment (three months prior to first occupation), contact details for the TPC will be provided to HCC to ensure that clear dialogue is possible from first introduction of the TP and that the measures stated within this TP are being conducted in a satisfactory manner.

Travel Forums

- 7.7 The TPC would be required to attend occasional local resident group meetings, understanding such forums as a key element of ensuring the TP is well co-ordinated, remains relevant to and understood by future residents and local networks.
- 7.8 Ideally, such a forum base would operate through the TPC's attendance of local resident association meetings, whether specific to the development or already in existence in the wider community. Attendance at such forums would provide an opportunity for the TPC to introduce the TP and maintain its presence locally whilst learning of local issues, concerns and opportunities. Attendance at such meetings would provide a further benefit in embedding and holistically integrating the TP within wider local agendas and practices, exposing local groups to its principles and practices.
- 7.9 The TPC would be provided funds to join ACT Travelwise, an online network that provides up-to-date sustainable travel news, schemes, organisations and events, as well as an online discussion forum. Through liaison with other TPCs and sustainable travel bodies through the forum, the TPC would benefit from knowledge of successful marketing strategies, measures which have seen high levels of success and assistance in overcoming difficulties in implementing strategies.
- 7.10 The TPC would also be afforded funds to attend local travel forums in which more locally relevant information in the nature of the above, as well as information on local campaigns and initiatives, and opportunities to network and establish key partnerships, would be available.

Surveys and Feedback

- 7.11 A monitoring approach must be shaped which recognises the importance of and achieves the following:
- Co-ordinating the monitoring programme for the TP including organisation of surveys
 - All parties informed of the TP's aims and objectives, including the TPC, HCC, residents & local community, Orchard Homes and associated management companies/SHAs
 - A representative and informative account, sensitive to and in accordance with development timescales

- An understanding of local travel modal shares, perceptions and other influencing factors
- An understanding of the progress and impact (successes and obstacles) of the TP
- Quantitatively and qualitatively informative data on the above
- Avoiding resident/respondent fatigue by securing a time-efficient, user-friendly and incentivised method of data collection which is of benefit to the subsequent TP implementation
- Being adopted, at least in part, by the local residents/community beyond the TP's active life

7.12 The approach to monitoring acknowledges the above requirements and is displayed within **Table 15**, and summarised in the subsequent paragraphs.

First Occupation	Full Occupation	Year 2	Year 3	Year 4	Year 5
Snapshot Survey	TRICS SAM Survey	Snapshot Survey	TRICS SAM Survey	Snapshot Survey	TRICS SAM Survey
Annual Progress Review	Annual Progress Review	Annual Progress Review	Annual Progress Review	Annual Progress Review	Handover Progress Review

Table 15: Monitoring Stages

7.13 In the period between first occupation and 3 months of that event, a **snapshot survey** would be conducted, and would involve the following:

- Activation of a short online travel questionnaire (as adapted from example included as **Appendix E** - without a required minimum response rate)
- A site visit to monitor and gain examples of the internal site design, cycle storage facilities (provision and use) and local transport and travel facilities
- Doorstep dialogue with a small number of residents
- Minor amendments to Action Plan/targets following the above if/where necessary
- Summary report providing information gained from the above to be submitted to HCC
- Repeated at Years 2 and 4 following full occupation

7.14 A **TRICS SAM Survey** would be conducted at full occupation to confirm the development's 'baseline' modal share, and repeated at the end of Year 3 and Year 5 following full occupation (therefore alternating with the 'snapshot survey'). A summary of the findings (with revised and confirmed targets) would be compiled and provided to HCC TP Officers.

7.15 The 'snapshot' survey and TRICS SAM survey would be combined with an Annual Progress Review taking place each year from first occupation to support dialogue with HCC, and including the following:

- Examples of TP work carried out over the year including Personalised Travel Planning (PTP) examples
- Action Plan for upcoming year
- Repeated annually from Year 1 after first occupation until Year 5 following full occupation

7.16 Resident survey responses would be incentivised through offer of a relevant prize (e.g. a discount voucher or equipment negotiated with the local cycle store), as well as being able to complete questionnaires using an online survey format (with a secondary/alternative opportunity for doorstep completion during the TPC's site visit). As the surveys are repeated, residents should have experience of the benefits of providing their responses can bring to the effectiveness of the TP, with this providing a further incentive in itself. The TPC would also be required to explore further opportunities for incentives, drawing on experience and contacts gained as the TP develops.

Marketing and Communication

7.17 Through co-ordination of TP documentation with wider resident information packs and subsequent local communication opportunities (e.g. through resident groups/RSL material), a significant weight would be added to the marketing campaign for the TP.

7.18 Orchard Homes sales staff would be liaised with and given details of what a Travel Plan is, its use and advantages to future residents, details of this TP and where more information can be found (i.e. the TP Welcome Pack and contact with the TPC). This would then allow each new resident to receive a brief explanation of the TP and raise awareness of the TP as they settle into their new homes and become familiar with the local area and its travel opportunities.

7.19 Orchard Homes and the TPC would develop a TP logo; an easily identifiable symbol synonymous with the TP. This would be used on all TP material and used within the co-ordinated marketing campaign and communication forms identified within Section 6.

Personalised Travel Planning

7.20 Personalised Travel Planning (PTP) would be made available, with the TPC details provided to every resident to allow individualised approaches to be incorporated within the TP. This approach is considered as the best strategy for the implementation of bespoke measures to meet the needs of the individual. The TPC would discuss the individual resident travel needs and assist the resident in meeting their needs.

Action Plan

7.21 An Action Plan has been developed to identify all measures to be implemented and responsibility for implementation, and sets this out in accordance with the time-scaled approach identified within **Section 6 Travel Plan Strategy**. This Action Plan and associated indicative costs are attached in full as **Appendix F**, with the actions and associated costs for the period from first occupation until the End of Year 5 following Full Occupation, summarised within **Table 16**.

Action	Number	Cost per unit	Total Over 5 Years
Newsletter (Prepare & Distribute)	10	750	7500
Personal Travel Planning	79	150	11,850
Snapshot Survey	3	1800	5400
Annual Updates/Liaison with LHA	5	1000	5000
TRICS SAM	3	1500	4500
Meeting attendance	Up to 2 per year	260	2600
Webpage update & monitoring	2 hours / month	1560 (per year)	7800
ACT Travelwise Membership	375	375	375
Local Forums	Up to 2 per year	260	2600
Measures Budget	5	1650 (Yr 1) / 600 (Yrs 2 - 5)	4050
Total Cost			51,675

Table 16: First Occupation – End of 5 Years of Full Occupation – Actions and Costs

Enforcement

7.22 The costs associated with implementing this TP over its 7 stages will be secured through a Bond with HCC. An overall theoretical Bond of £70,140 is proposed to cover the implementation of the 7 stage period (as set out in **Appendix F**), to be secured through a 'rollover' arrangement.

- 7.23 A Bond amount of £10,020 (subject to confirmation) is proposed to be paid as part of the S106 process and therefore prior to commencement of the TP. As part of the annual progress review dialogue between the TPC (on behalf of Orchard Homes) and HCC, the extent to which the annual action plan has been carried out in line with the TP's objectives and targets would be confirmed. Should it be agreed that the TP remains on course, the £10,020 Bond (subject to confirmation) would rollover in full to the next year and returned to Orchard Homes in full upon completion of the 5 year period.
- 7.24 Should the annual review identify areas where the TP has fallen short of its objectives and targets (with consideration to any unforeseen circumstances beyond the control of the TPC), a proportion of the secured Bond would be identified by HCC for the implementation of additional measures to remediate against any such shortfall (the Bond would not be accessed by HCC for this purpose until HCC's written notification has been received and approved by Orchard Homes). Following the implementation of any such additional measures, Orchard Homes would be required to recover those remedial measures' costs as a 'top-up' to maintain the full Bond amount before the following TP year commences.
- 7.25 Through this Bond approach, HCC would be able to identify as and when all measures identified within the Action Plan are implemented. Should the TPC/Orchard Homes fail to meet the targets of the TP despite efforts to implement all items within the Action Plan, a meeting between the TPC, Orchard Homes, and HCC would identify a way forward involving alternative measures with the remaining bond funding.
- 7.26 The evolution of the TP over the five-year period would highlight aspects that were successful and those having little impact, and therefore guide these remedial measures.

Community Embedding and Handover

- 7.27 Following the successful completion of the TP's five-year strategy, the site should be operating in a more sustainable fashion with opportunities presented for the TP's principles and practices to become embedded in the development and local area. In addition to this, with the active handover of the TP being a primary long-term objective, scope is included within the Action Plan's final year to assist in handing over the TP to local residents.

Overcoming Barriers to Success

- 7.28 A potential barrier to implementing a successful Residential Travel Plan could be that the management of a TP is not satisfactory for the tasks required. Orchard Homes are committed to appointing a TPC to implement the TP, and fund the measures proposed to influence modal shift.