

DATED

20th December

2012

LINDEN LIMITED

(1)

and

THE COUNCIL OF THE BOROUGH OF HAVANT

(2)

D E E D

Pursuant to (inter alia)
Section 106 of the Town and Country Planning Act 1990
Relating to land at St Michaels Convent, 354 London Road,
Waterlooville, PO7 7SS

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

20th

day of

December

2012

BETWEEN

(1) **LINDEN LIMITED** (CRN. 01108676) whose registered office is at Cowley Business Park, Cowley, Uxbridge, Middlesex UB8 2AL ("the Owner"); and

(2) **THE COUNCIL OF THE BOROUGH OF HAVANT** OF Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX ("the Council")

WHEREAS:

- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the Land is situate
- (2) The Owner is the beneficial freehold owner and leasehold owner of the Land
- (3) 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
- (4) The Owner has submitted the Application for the Development to the Council and the Council has resolved to grant the Planning Permission subject to the completion of this Deed

NOW THIS DEED WITNESSETH as follows:

AGREED TERMS

1.0 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this deed

"The Act"

Means the Town and Country Planning Act 1990 as amended.

"the Application"

Shall mean the application submitted to the Council by the Owner given reference number APP/12/00760 for the Development

"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 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 25 residential units (being 30% of the total residential units on the Development) of which 18 are to be available as Affordable Rented Units comprising 4 no. 1 bed flats, 13no. 2 bed flats, 1no. 3bed house and 7 available as Shared Ownership Units or for sale on any other shared equity schemes together with car parking spaces as appropriate either within the curtilage of the unit or separate comprising 7 no. 3bed houses.
"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 Eligible 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 Rent Units"	means rented housing as defined in the National Planning Policy Framework (or such other affordable housing rented products available through the Homes and Communities Agency provided that the affordable housing falls within the statutory definition of Affordable Housing) and which is owned and managed by Affordable Housing Providers let on tenancies with a minimum term of not less than six years and eleven months unless otherwise agreed in writing with the Council and the expression "Affordable Housing Unit" shall have a corresponding meaning as the context requires

PROVIDED ALWAYS that rents shall not exceed 80% of the local gross open market rent at the time of each letting

AND that rents shall only be increased annually in accordance with arrangements made for such rent increases established by the Homes and Communities Agency (or its successor)

"Chargee"

means any mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 of the Affordable Housing Provider or of any occupier under a Shared Ownership Lease or similar and their respective successors in title.

"Commencement"

means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the Act 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; investigations for the purpose of assessing contamination, remedial action in respect of contamination, diversion and laying of services and erection of any fences and hoardings around the Land, the erection of means of enclosure for the purposes of site security and/or the display of advertisements, formation of construction compounds and temporary sales area 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 roads, communal parking areas, footways, footpaths landscaped areas, amenity/open spaces, SUDS, ecology area, the Public Right of Way including the cycleway and street furniture.

"the County Council"

means the Hampshire County Council, The

	Castle, Winchester, Hampshire. SO23 8UJ.
"Cycleway/Footpath Plan"	the plan attached to this Deed at Schedule 6 showing the Public Right of Way
"Default Interest Rate"	4% per annum above the Base Rate. Base Rate being the base rate from time to time of Nat West Bank plc
"the Development"	means development authorised by the Planning Permission consisting of demolition of later additions to side and rear elevations of Listed Convent, complete removal of already partially demolished link between Church and Convent, conversion and refurbishment of former Convent building to 17 No. apartments, erection of 65 No. dwellings, fencing and landscaping, public open spaces and alterations to existing accesses to London Road and Hulbert Road..
"Dwelling"	any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.
"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 4 to the reasonable satisfaction of the Council.
"Highways Agreement"	means an agreement for road alteration and improvement pursuant to (inter alia) Section 278 of the 1980 Act in a form to be agreed to the satisfaction of the County Council.
"the Hulbert Road Access Works"	the highway works to improve the access to the Development at Hulbert Road

"Index Linked"	means increased in accordance with 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 2012: The amount payable = the payments specified in Schedule 1 x (A/B) where: A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the Payment Date. B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.
"the Land"	means the land at St Michaels Convent, 354 London Road, Waterloo, PO7 7SS shown for identification purposes only edged by a red line on the Plan.
"Local Connection"	means a connection to the administrative area of the Council by virtue of: a) existing or previous residence; b) employment; c) close family links through parents or siblings or offspring or d) any other connection as agreed with the Affordable Housing Provider and Council
"Management Company"	means a company or other body to be charged with the management of the Common Parts in accordance with paragraph 6 Schedule 1
"Market Housing Units"	means those Dwellings that are for sale on the open market and which are not Affordable Housing Units.
"Occupation"	means occupation of any Dwelling comprised within the Development for residential purposes and Occupy shall be construed accordingly
"Parking Management Scheme"	means a scheme submitted to the Council to ensure the private car-parking provisions are managed with all due diligence so as to enable

	and facilitate safe measures of parking provision and emergency/refuse vehicle access throughout the development
"Pitches and Court Contribution"	means the sum of fifty-one thousand, nine hundred and one pounds, £51,901 payable in accordance with Schedule 1, paragraph 10.2
"Plan"	means the plan annexed hereto at Schedule 3
"the Planning Permission"	means the planning permission for the Development granted pursuant to the Application and in the form of the draft attached at Schedule 7
"Playing Space Contribution"	means the sum of twenty thousand seven hundred and sixty-seven pounds, fifty pence £20,767.50 payable in accordance with Schedule 1, paragraph 10.
"Public Right of Way"	means a public right of way to be formed across the Land in accordance with the provisions of Schedule 1 paragraph 5 of this agreement which will constitute an agreement under section 25 Highways Act as shown delineated by the orange broken line on the Cycleway/Footpath Plan
"Rented Units";	means Affordable Rented Units and the expression "Rented Units" shall be construed accordingly
"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 2 of Schedule 1
"Shared Ownership Units"	means dwellings which are owned and managed by or in partnership with an Affordable Housing Provider, constructed and sold to Eligible Persons by way of a shared ownership lease and complying with the general terms of the Homes and Communities Agency and the principal mortgage lending bodies.
"SUDS"	means a scheme of Sustainable Urban

Drainage set out in the areas of land shown coloured blue on the drawing at Schedule 5

"Transportation Contribution"

means the sum of one hundred and sixty-one thousand, nine hundred and forty-four pounds £161,944 being a contribution (to be applied at such time and in such manner as the County Council shall in its absolute discretion determine) to the costs incurred by the County Council and /or the Highway Authority for the Council's area in the design, promotion, procurement, provision, operation and implementation of infrastructure improvements for the area in which the Land is situated.

"Travel Plan Monitoring Fee"

means the sum of two-hundred and fifty pounds £250 over 5 years to the costs incurred by the Council in monitoring and evaluating submitted travel plan reports, to be paid firstly prior to Commencement of Development and then 4 further once yearly payments to be paid on the 1st of April each year.

"Traffic Regulation Order Contribution"

means the sum of six-thousand pounds £6,000 to be paid to the Council (to be applied at such time and in such manner as the Council shall in its absolute discretion determine) to the costs incurred by the Council and/or the County Council in the design, promotion, procurement, provision, operation and implementation of any Traffic Regulation Orders to restrict the parking of cars. Such sum to be payable upon the reasonable written request of the Highway Authority at any time during the construction of the Development; or within one year of the date of completion of the last unit.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a

reference to the other genders.

- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 A reference to **writing** or **written** does not include faxes or e-mail.
- 1.11 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.
- 1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this deed.
- 1.13 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.
- 1.14 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.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2.0 Statutory provisions

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the Owner's interest in the Land and its respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the Act.

3.0 Conditionality

- 3.1 With the exception of clauses 1, 2, 3, 6, 7, 9, 10, 11, 13, 15, 16, 17, 20 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

4.0 Covenants

- 4.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1.

- 4.2 The Council covenants with the Owner on the terms set out in Schedule 2

5.0 Indexation

- 5.1 The Transportation Contribution shall be Index Linked.

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

6.0 Release

- 7.1 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, except in respect of any breach subsisting prior to parting with such interest.

7.0 Determination of deed

- 7.1 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 other than at the request of the Owners or
- (c) is quashed following a successful legal challenge.

- 7.2 Nothing in this Undertaking 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 Undertaking

8.0 Local land charge

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

9.0 Interest on late payment

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

10.0 Reasonableness

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

11.0 Cancellation of entries

- 11.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged the Council will issue a written confirmation of such performance or discharge.
- 11.2 Following the performance and full satisfaction of all the terms of this deed or if this deed is determined pursuant to clause 7.0 the Council will on the written request of the Owners cancel all entries made in the local land charges register in respect of this deed.

12.0 Disputes

- 12.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Agreement including questions of value and any question of reasonableness the same shall be referred to an independent person (the "Specialist") for determination in accordance with the following provisions:

- 12.1.1 the Specialist shall have at least 10 years post qualification experience in the subject matter of the dispute;
- 12.1.2 where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers; and
- 12.1.3 where such dispute relates to the valuation of property it shall be referred to a Chartered Surveyor agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Royal Institution of Chartered Surveyors;
- 12.1.4 where such dispute relates to planning and related matters it shall be referred to a chartered town planner agreed upon by the parties or in default of agreement appointed on the application of either party or at the direction of the President for the time being of the Royal Town Planning Institute

PROVIDED THAT the parties may otherwise agree an alternative Specialist appropriate to the nature of the dispute

- 12.2 Unless otherwise agreed by the parties to the dispute the Specialist is to act as an independent expert and:
- 12.2.1 each party may make written representations within 21 Working Days of the appointment of the Specialist and will copy the written representations to the other party;
 - 12.2.2 each party is to have a further 14 Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 12.2.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;
 - 12.2.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
 - 12.2.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision
- 12.3 Responsibility for the costs of referring a dispute to a Specialist under this clause 12, including costs connected with the appointment of the Specialist and the Specialist's own costs will be decided by the Specialist

13.0 No fetter of discretion

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

14.0 Waiver

- 14.1 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.

15.0 Future Permissions

- 15.1 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

16.0 Agreements and Declarations

- 16.1 The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

17.0 Third party rights

17.1 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.

18.0 Severance

18.1 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.

18.2 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.

19.0 Value added tax

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

19.2 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.

20.0 Governing Law

20.1 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.

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

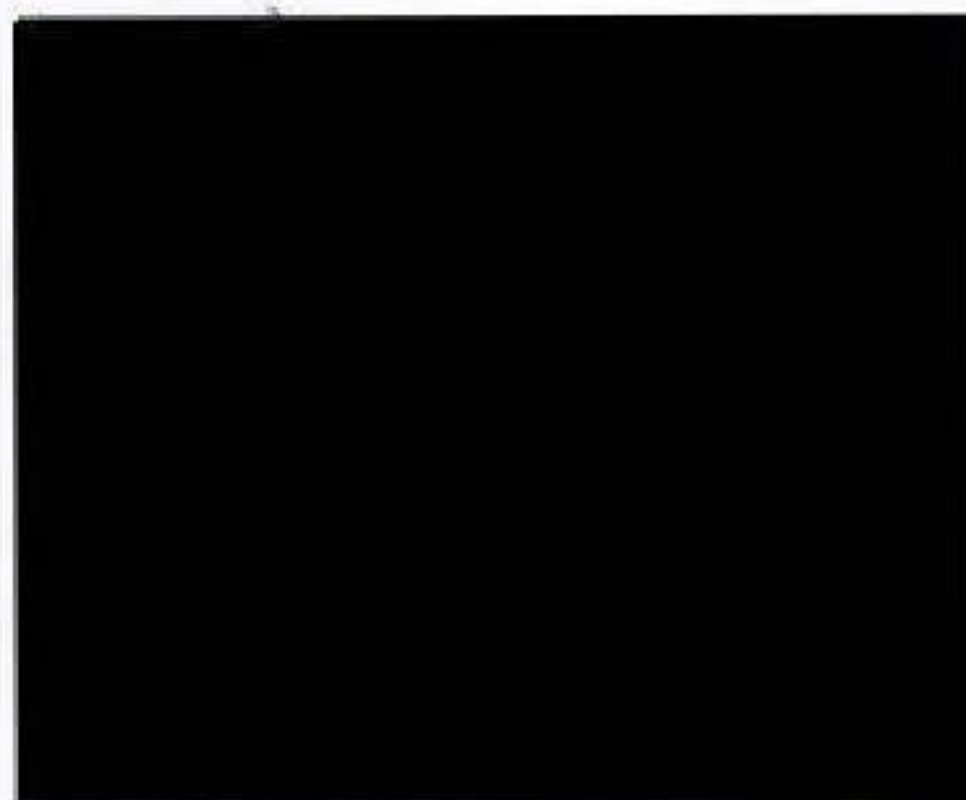
IN WITNESS whether the parties hereto have executed this agreement as a Deed delivered the day and year first before written:

Signed as a DEED by
LINDEN LIMITED
Acting by a Director and its Secretary/
Two Directors

)
)
)

Director

Director/Secretary



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

)
)
)



12771

Solicitor to the Council



Schedule 1

Covenants to the Council

The Owner covenants:

1.0 TRANSPORT CONTRIBUTION

- 1.1 On or before Commencement of Development to pay or cause to be paid to the Council (acting as trustee for the County Council) the Transportation Contribution
- 1.2 Not to Commence development until notification of payment of the Transportation Contribution has been notified in writing to the Council enclosing any necessary receipts or acknowledgements that the contribution has been paid.

2.0 Residential Travel Plan

- 2.1 Prior to Commencement of the Development to prepare and submit a draft of the Residential Travel Plan to the Council for approval based on the Residential Travel Plan Framework and the County Council's guidance "A Guide to Development Related Travel Plans dated January 2009" (or amendment replacement or variation thereof);
- 2.2 Not to Occupy the Development unless and until the Residential Travel Plan has been approved in writing by the Council
- 2.3 Not to amend the Residential Travel Plan without the prior written approval of the Council
- 2.4 Not to use the Development otherwise than in accordance with the approved Residential Travel Plan (including any approved amendments to them)
- 2.5 Prior to the Occupation of the Development to appoint a Travel Plan Co-Ordinator PROVIDED THAT:-
 - 2.5.1 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;
 - 2.5.2 the Travel Plan Coordinator shall be responsible for (amongst other things) monitoring the performance of the Residential Travel Plan;
 - 2.5.3 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
- 2.6 Not to Commence the Development unless and until the first instalment of the Travel Plan Monitoring Fee (£250) has been paid to the Council and therefrom the remaining four annual instalments of £250 shall be paid on the 1st April in each year. .

3.0 Highways Agreement

- 3.1 Prior to Occupation of the sixth Dwelling to enter into a Highways Agreement with the County Council in respect of the Hulbert Road Access Works.

4.0 Traffic Regulation Order Contribution

- 4.1 Following the written request of the Council at any time during the period beginning from Commencement of Development and ending 1 year from practical completion of the last Dwelling, to pay to the Council £6,000 for the purpose of implementing (which reference shall include all connected administration, supervision and the carrying out of) such traffic management measures as they consider appropriate to ensure that any overspill parking from the Development does not interfere with the capacity, operation or safety of the adjoining local highway network.

5.0 Public Rights of Way

- 5.1 Unless otherwise agreed in writing by the Council the Owner will ensure that the Public Right of Way is incorporated within the Development in accordance with the Cycleway/Footpath Plan
- 5.2 Prior to Occupation of the 40th Dwelling the Owner will ensure that the Public Right of Way is completed and approved by the Council and thereafter the public shall be allowed to use the same in perpetuity subject to amendments to the routing as required from time to time unless otherwise agreed in writing with the Council.

6.0 Management Company

- 6.1 Prior to 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):-

6.1.1 a draft memorandum and articles of association for the Company for the purpose of managing, maintaining (including sweeping, scavenging, repair and replacement of street lighting) and cleansing of the Common Parts, the SUDS (until their adoption), and the open space, including the area for ecology. Such draft memorandum and articles of association are to provide until their adoption for the management arrangements for any new roads and footpaths to be provided and maintained (including sweeping, scavenging, repair and replacement of street lighting) to an adoptable standard of the Highway Authority and the Parking Management Scheme.

6.1.2 proposals for arrangements to secure the future maintenance of the Common Parts, the SUDS (until their adoption) and the open space, including the area for ecology by the Company (which may include a Transfer of the Common Parts, the SUDS and Open Space including the area for ecology to the Company or the granting of a long lease of the Common Parts, the SUDS the Open Space including the area for ecology by the Owners in favour of the Company) so as to ensure that the Common Parts, the SUDS the Open Space

including the area for ecology are properly maintained, such proposals to include details of how the costs of street lighting charges, cleaning and maintaining the Common Parts, the SUDS (until their adoption) open space including the area for ecology and the management arrangements (until their adoption) for any new roads and footpaths and parking spaces to be provided and maintained (including sweeping, scavenging, repair and replacement of street lighting) to an adoptable standard of the Highway Authority shall be met (by residents of the Development or otherwise).

- 6.2 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
- 6.3 The Council shall give notice to the Owner of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owner under Paragraph 6.1.1 and 6.1.2 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 (provided the Owner has supplied the details fully in accordance with the provisions of this Schedule)
- 6.4 Forthwith after the approval by the Council of the proposed memorandum and articles of association the Owner shall take all necessary steps to secure the formation and registration of the Company at Companies House and to notify the Council accordingly within seven days of the completion of the registration of the Company
- 6.5 The Owner shall repair and maintain the Common Parts, the SUDS, the Open Space including the area for ecology and (until their adoption) the new roads and footpaths and the parking spaces to the reasonable satisfaction of the Council:-
- 6.5.1 until such time as the Company is registered and the maintenance arrangements approved by the Council have been completed and the relevant areas transferred to the Company and all Dwellings on the Land have been sold or leased; and
- 6.5.2 in the event of the Company at any time failing to maintain the Common Parts, SUDS the Open Space including the area for ecology to the reasonable satisfaction of the Council.
- 6.6 The Owner may submit to the Council for its written approval alternative proposals for the management and maintenance of the Common Parts, SUDS (until their adoption) the Open Space including the area for ecology (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of paragraphs 6.1, 6.2, 6.3, 6.4 and 6.5 of Schedule 1 shall apply to the extent that the Owner shall remain responsible for the management and maintenance of the Common Parts, SUDS the Open Space including the area for ecology without prejudice to the generality of paragraph 6.5.2 above until such alternative arrangements (as approved by the Council) have been fully implemented.

7.0 SUDS

- 7.1 The Owner will design the SUDS scheme in accordance with the CIRIA c697-SUDS Manual or any equivalent and updated national design guidance as may become available.
- 7.2 The Owner will obtain all necessary statutory consents (including reserved matters approval) 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.
- 7.3 The Owner will agree in writing with the Council prior to Commencement of Development the following:
- 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
- 7.4 The Owner will ensure that the SUDS scheme designed for the Development shall be so designed as to attenuate flows on the Land so as not to exceed the agreed calculated greenfield run-off rate from the Land as set out in the table below:

Return Period (years)	Existing Runoff Rate to Hermitage Stream (l/s)	Proposed Runoff Rate to Hermitage Stream (l/s)
1 in 1 year	23.7	23.7
Qbar- Mean Annual Max.Flood Rate	27.9	27.9
1 in 30 year	55.6	27.9
1 in 100 year	70.4	27.9
1 in 100 year +30%	91.5	27.9

- 7.5 The Owner will design the SUDS scheme to incorporate long-term volume storage in addition to the restricted discharge rates set out at paragraph 7.4 above such long-term volume storage to be calculated based on the difference between the calculated run-off for a 1 in 100 year 6 hour event from: (i) the Land following completion of the Development; and (ii) the Land prior to Commencement of Development.
- 7.6 To provide to the Council prior to Commencement of Development the design of the SUDS scheme serving the Development including the provision of features necessary within the Development and without prejudice to the generality thereof (*inter alia*):
- (a) A hydrology report to include the anticipated frequency of flooding events for each SUDS scheme feature serving the Development;
 - (b) All relevant drawings and design calculations; and
 - (c) A copy of the consents and evidence referred to in paragraph 7.2 above.

together with such other information as shall be reasonably requested in respect of the SUDS scheme serving the Development to enable the Council to be reasonably satisfied that the SUDS scheme will be fit for purpose.

- 7.7 To construct the SUDS scheme in accordance with the approvals referred to at paragraphs 7.2 and 7.3 above.
- 7.8 Not to Occupy any Dwelling within the Development unless and until the SUDS scheme has been constructed and is ready for use in accordance with paragraph 7.7.
- 7.9 To maintain the SUDS Scheme in accordance with the maintenance regime approved by the Council pursuant to paragraph 6.1.2 above.
- 7.10 To provide to the Council a bond in a form agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) for a total sum of £168,300 (the Bond) made up of (i) the cost of provision of the SUDS scheme (£153,000) and (ii) 10% thereof (the Total Bonded Sum). The Bond is to be issued by a clearing bank or other institution approved by the Council (such approval not to be unreasonably withheld or delayed) (hereinafter called "the Surety"). The Bond shall be to the effect that:

7.10.1 If the Owner shall fail to perform any of the provisions herein contained in this paragraph 7 of Schedule 1 on its part to be performed or observed or 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 non-performance or non-observance carry out complete and/or implement the SUDS scheme and the Council shall be entitled to recover from the Surety under the Bond a sum equivalent to any expenditure which the Council shall incur in carrying out completing and/or implementing the SUDS scheme up to the Total Bonded Sum

- 7.11 The Bond shall be provided prior to Occupation of any Dwelling within the Development and to endure unless otherwise agreed in writing by the Council until the SUDS scheme is constructed in accordance with paragraph 7.7 and transferred to the Company .

8.0 Affordable Housing

- 8.1 To provide 25 of the Dwellings as Affordable Housing Units. These Affordable Housing Units should subject to the provisions of this paragraph 8 of Schedule 1, reflect the mix of the site generally with the precise mix and tenure of the Affordable Housing Units and the plan thereof to be approved in writing by the Council prior to Commencement of the Development.
- 8.2 To ensure that the Affordable Housing Units within the Development will be integrated and compatible with the design of the Market Housing Units.
- 8.3 To ensure that no more than 32 of the Market Housing Units are constructed and available for Occupation prior to the transfer of at least 8 of the Affordable Housing Units to an Affordable Housing Provider or Eligible Person (on either a freehold

basis or long leasehold of at least 125 years) and thereafter the remaining Affordable Housing Units shall be constructed contemporaneously with any adjoining Market Housing Units to provide a mixed development.

- 8.4 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 published by the Government (or such replacement guidance) or other similar standard as may be reasonably required by the Council.
- 8.5 Where the Owners intend to provide Affordable Rented Units in association with an Affordable Housing Provider they shall only be used if the Affordable Housing Provider can demonstrate to the Council:
- (a) A good judgement by the Homes and Communities Agency or predecessor and/or successor body; and
 - (b) acceptable sustainable management arrangements and community development policies.
- 8.6 The Owner for itself and its successors in title covenants as follows:
- 8.6.1 not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing; and
 - 8.6.2 not to dispose of any of the Affordable Housing Units other than for the purpose of providing Affordable Housing to Eligible Persons, and
 - 8.6.3 to enter into an agreement with the Council granting the Council the right to nominate 100 per cent of the Occupiers of the Rented Units when initially let and 75% of subsequent true voids, and
 - 8.6.4 to manage all staircasing receipts of Affordable Housing Units which are funded through the use of Subsidy in accordance with Homes and Communities Agency regulations, and
 - 8.6.6 The covenants set out in paragraph 8.6 shall not be binding or enforceable against any purchaser who purchases from the 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.
- 8.7 The Affordable Housing Units shall only be occupied by Eligible Persons.
- 8.8 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 an 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 8.8(c) of this Part

(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 8.8(b) 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 Eligible Persons and in default of agreement on the Purchase Price within one month (1) of the Council's notification under paragraph 8.8(b) the Purchase Price shall be determined by a Specialist pursuant to the provisions of Clause 14 above.

(d) any transfer to the Council or to the Nominee shall be completed within one (1) month of the date the Purchase Price is agreed or determined by an Expert in accordance with the provisions of Clause 14 above ("the Completion Period") Provided that the Completion Period shall be no longer than 3 months from the date on which the Offer is made pursuant to paragraph 8.8(a)

(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 8.8 of this Part 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

8.10 None of the obligations in this Schedule shall apply to or be binding upon:

- (i) a tenant of a Shared Ownership Unit who has exercised his right to staircase to 100% and/or in the case of a freehold house (as opposed to a flat) has taken the transfer of the Affordable Housing Provider's freehold interest in the Affordable Housing Unit; and
- (ii) a Chargee exercising a power of sale; and
- (iii) a tenant who has exercised a statutory right under the right to acquire provisions of the Housing Act 1996 (or any legislation amending or replacing the same) or their successors in title

9.0 Employment and Skills Plan

9.1 Prior to Commencement of the Development to submit to the Council for written approval the Employment and Skills Plan for the construction phase of the Development and unless otherwise agreed in writing with the Council not to Commence the Development or permit Commencement until an Employment and Skills Plan has been approved by the Council (a template is set out in Schedule 4 in order to provide a guide for the plan's completion).

9.2 The Employment and Skills Plan for the construction phase of the development 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:

9.2.1 Jobcentre Plus and the Skills Funding Agency; and

9.2.2 Voluntary and private sectors providers; and

9.2.3 Sixth form colleges; colleges of further education; and Universities

9.3 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/developer and their contractors,

for any new jobs and business opportunities created during the construction of the Development.

- 9.4 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 plan and ensure that so far as is reasonably practicable the objectives are met.
- 9.5 As part of the Employment and Skills Plan the Owner may be required to provide financial contributions to the Council to cover specific costs incurred by the Council in the implementation of the Employment and Skills Plan. The Plan shall set out the matters on which expenditure may be incurred together with the timings for such expenditure and the trigger for these payments

10.0 Playing Space Contribution and Pitches and Courts Contribution

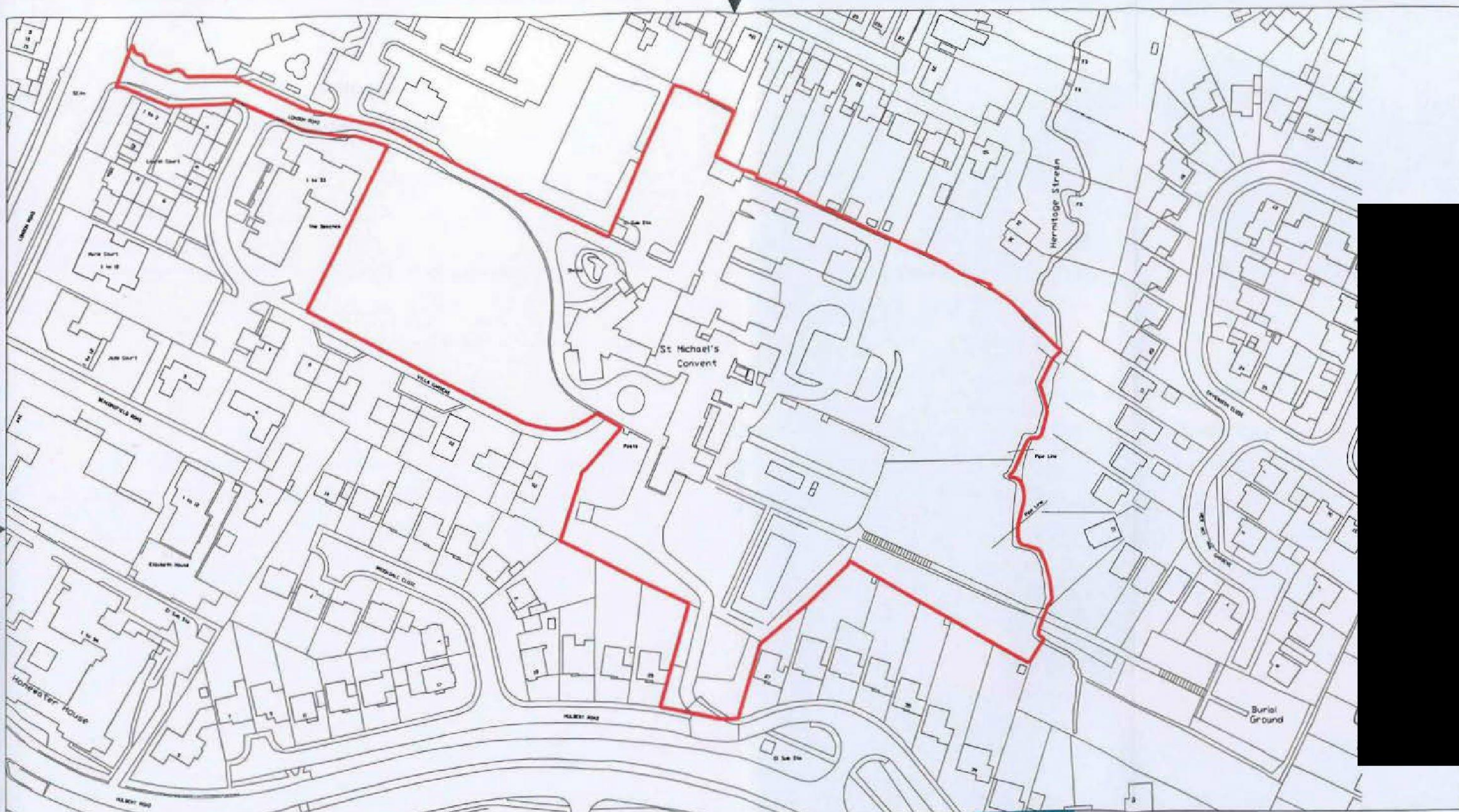
- 10.1 On or Before Commencement to cause to be paid to the Council the Playing Space Contribution of £20,767.50 for the provision of equipped playing space being a contribution (being applied at such time and in such manner as the Council shall in its absolute discretion determine) to the costs to be incurred by the Council in the provision, improvement and maintenance of the same.
- 10.2 On or before Commencement cause to be paid to the Council the Pitches and Court Contribution of £51,901 for the provision, improvement and maintenance of off-site pitches and courts to meet the needs of new housing development.

Schedule 2
Council's Covenants

1. The Council hereby covenants with the Owner that all contributions or sums paid under the terms of this Agreement shall be used solely for the purposes specified and for which those contributions or sums were required in mitigation of the impact of the Development and for no other purpose (which other purpose for the avoidance of doubt includes any internal administrative costs or other costs or expenses) and that all contributions or sums paid shall be held in an interest bearing account
2. If any of the contributions or sums (or part of them) paid have not been expended or committed to be spent (either by the letting of a contract or by allocation to an approved scheme) for the specified purpose within 5 years of the date of their receipt then the contribution or sum (or balance) shall be refunded to the party that paid the contribution or sum together with accrued interest thereon from the date of payment until the date of refund
3. At the expiration of the period for which any contribution or sum may be held the Council shall upon a written request provide to the party that paid the relevant contribution or sum a certified account detailing how those sums have been expended or have been committed to be spent
4. To the extent that the information provided pursuant to paragraph 3 above does not reasonably demonstrate that the sums deposited have been expended on the relevant specified purpose and/or expended or committed to be spent within the relevant period the Council shall provide to the party that paid the relevant contribution such evidence as it shall reasonably require in order to confirm that the expenditure of the contribution or sum paid pursuant to this Agreement and to the extent that no proper evidence of such expenditure is provided or that any sums expended or committed to be spent have not been reasonably and properly expended or committed to be spent for the specified purpose within the relevant period then the Council shall within 1 month refund an equivalent sum or sums to the party that paid the relevant contribution together with accrued interest from the date of payment to the date of refund

Schedule 3

The Plan



KEY

— SITE BOUNDARY

NORTH



0 10m 20m 30m 40m 50m

SCALE BAR = 10m INTERVALS AT 1:1250 SCALE

POPE PRIESTLEY ARCHITECTS

ARCHITECTURE | TOWN PLANNING | URBAN DESIGN

FERRY HOUSE, CANUTE ROAD, SOUTHAMPTON, HAMPSHIRE, SO14 3PZ T: +44 (0)23 80335228 F: +44 (0)23 80622886 E: info@popepriestley.co.uk

CONTRACTORS MUST CHECK ALL DIMENSIONS ON SITE. ONLY PLANNED DIMENSIONS ARE TO BE WORKED FROM. DISCREPANCIES MUST BE REPORTED TO THE ARCHITECT BEFORE PROCEEDING. DRAWING WAS PREPARED IN MICROSTATION FORMAT. DIMENSIONS REPORTED IN OTHER FORMATS MAY DIFFER. REFER TO ORIGINAL DRAWING FOR TRUE FORMAT. THIS DRAWING IS COPYRIGHT ©

ST MICHAEL'S CONVENT
LONDON ROAD
WATERLOOVILLE
HAMPSHIRE

SECTION 106: SITE PLAN

IMPORTANT NOTE FOR USE OF THIS DRAWING: THIS DRAWING HAS BEEN PRODUCED SPECIFICALLY FOR USE ON THIS PROJECT. POPE PRIESTLEY ARCHITECTS CANNOT BE HELD RESPONSIBLE FOR RE-USE OF THIS INFORMATION BY OTHERS FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS SPECIFICALLY INTENDED. THIS DRAWING REFLECTS STANDARDS AGREED FOR THIS PROJECT AND CURRENT AT THE TIME OF PRODUCTION AND WILL NOT BE UPDATED IN ACCORDANCE WITH CHANGING LEGISLATION AND/OR OTHER REQUIREMENTS.

SCALE 1:1250	DATE 05.12.2012	AUTHOR JT	CHECK -	DRAWING NO. PP1144/ S106	REVISION A
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Schedule 4

The Employment and Skills Plan

Appendix 1: Employment and Skills Plan

Site: St Michaels Convent, 354 London Road, WaterlooVille
Landowner/developer: Linden Ltd trading as Linden Homes Southern.
Planning application number: APP/12/00760 and APP/12/00761
This document forms the developer's response to sections 9.1 of the Section 106 Agreement between Linden Homes Ltd and the Council of the Borough of Havant dated 2012.
Development: APP/12/00760 – main development consent Demolition of later additions to side and rear elevations of listed Convent. Complete removal of already partially demolished link between Church and Convent. Conversion and refurbishment of former Convent building to 17 No. apartments. Erection of 65 dwellings, fencing, landscaping, public open space and alterations to existing accesses to London Road and Hulbert Road.
APP/12/00761 – listed building consent Demolition of later additions to side and rear elevations of listed Convent. Complete removal of already partially demolished link between Church and Convent. Conversion and refurbishment of former Convent building to 17 No. apartments.
The development of St Michael's Convent will contribute a number of employment opportunities to the people of the borough. The Employment and Skills Matrix in this document outlines precise numbers of Apprenticeship opportunities, Graduate Placements and the number of locally advertised job roles. These three themes are the focus of our contribution but are not the sole contributors to local employment opportunities. Apprenticeships: This development will engage a minimum number of 4 apprentices. All apprentices will be fully employed at the time they commence their programme. We are committed to Apprenticeship opportunities being created and actively engage all of the supply chain to maximise the opportunities for young people. We have engaged over 120 apprentices to date and have a retention rate of over 96% on our programme. A significant number of our apprentices are recruited from those that are NEET (Not engaged in Employment Education or Training) at the start of the programme. Graduate opportunities: We will engage with graduates as part of this development. Our minimum engagement target will be 1. This will be through our academy that recruits, trains and provides relevant experience to those in pre and post graduate employment. We actively recruit local people for local jobs.

Local Employment opportunities: Our supply chain are committed to sourcing local labour and actively recruit using local Job Centre+ offices and other forms of local advertising. We envisage that this development will result in a minimum of 7 job opportunities being made available to those in the Borough of Havant.

Further to this we will engage with the Havant Skills and Employability Partnership to promote and develop all training and employment opportunities.

Contact details :

Michael O'Brien Director – Design and Planning
michael.obrien@lindenhomes.co.uk
Contact No: 02380 665100

David Cole Construction Director
david.cole@lindenhomes.co.uk
Contact No: 02380 665100

Paul Boshier Site Manager
paul.boshier@lindenhomes.co.uk
Contact No 07501 228977

Please complete the employment and skills matrix at the end of this document with details of the following employment and training measures that will be provided for local people during the construction phase of the development. Please provide a method statement to support the employment and skills plan.

- Recruitment through Job Centre Plus and other local employment vehicles
- Work trials and interview guarantees
- Pre-employment training
- Apprenticeships
- Vocational training (NVQ)
- Work experience (14-16 years, 16-19 years and 19+ years)
- School, College and University site visits
- Construction Skills Certification Scheme (CSCS) cards
- Supervisor training
- Leadership and management training
- Support with transport, childcare and work equipment
- Any further details of in-house training schemes

Please complete the employment and skills matrix at the end of this document with details of the following employment and training measures that will be provided for local people during the occupation phase of the development. Please provide a method statement to support the employment and skills plan.

- Recruitment through Job Centre Plus and other local employment vehicles
- Work trials and interview guarantees
- Pre-employment training
- Apprenticeships
- Vocational training (NVQ)
- Work experience (14-16 years, 16-19 years and 19+ years)
- School, College and University site visits
- Construction Skills Certification Scheme (CSCS) cards
- Supervisor training
- Leadership and management training
- Support with transport, childcare and work equipment
- Any further details of in-house training schemes

Monitoring

Please provide details on how the Employment and Skills Plan will be monitored.

The Employment and Skills Plan will be monitored by Trevor Lee-Cann Construction Manager and David Cole Construction Director

Monitoring will take place on a monthly basis with a formal reporting period of every three months. This will take the form of the submission of an updated target matrix outlining progress against the agreed targets. It is envisaged that this will take place on site with the support of Trevor Lee-Cann / David Cole and the nominated Economic Development Officer for Havant BC.

The targets will be broken down into milestone achievements over the duration of the development. This will ensure that the targets are met over time and any areas not meeting the profile easily identified and remedied.

We would expect monitoring to commence six months into the project; approximately July 2013.

Employment and Skills Matrix

Category	NSAfc-CBA benchmark	Activity	Number of people	Supervision	Dates	Notes
Work placement (14-16 years)	1		0	Site Manager/Construction Manager	End of project	We will not meet this target due to H&S concerns
Work placement (16-19 years)	7		7	Site Manager/Construction Manager		
Work placement (19+ years)	Not defined		0	Site Manager/Construction Manager		
Curriculum support activities – individual engagement	4		7	Site Manager/Construction Manager		
Graduates - persons	0		1	Site Manager/Construction Manager		
Apprentice starts – persons	4		4	Site Manager/Construction Manager		
Existing apprentices – persons	4		4	Site Manager/Construction Manager		
Apprentice completions - persons	2		2	Site Manager/Construction Manager		

Jobs advertised through local employment vehicles – number	7		7	Site Manager/Construction Manager		
NVQ starts for sub-contractors	3		3	Site Manager/Construction Manager		
NVQ completions for sub-contractors	3		3	Site Manager/Construction Manager		
Training plans for sub-contractors – number	5		5	Site Manager/Construction Manager		
Supervisor training for sub-contractors - persons	4		4	Site Manager/Construction Manager		
Leadership and management training for sub-contractors - persons	2		2	Site Manager/Construction Manager		
Advanced health and safety training for sub-contractors - persons	4		4	Site Manager/Construction Manager		

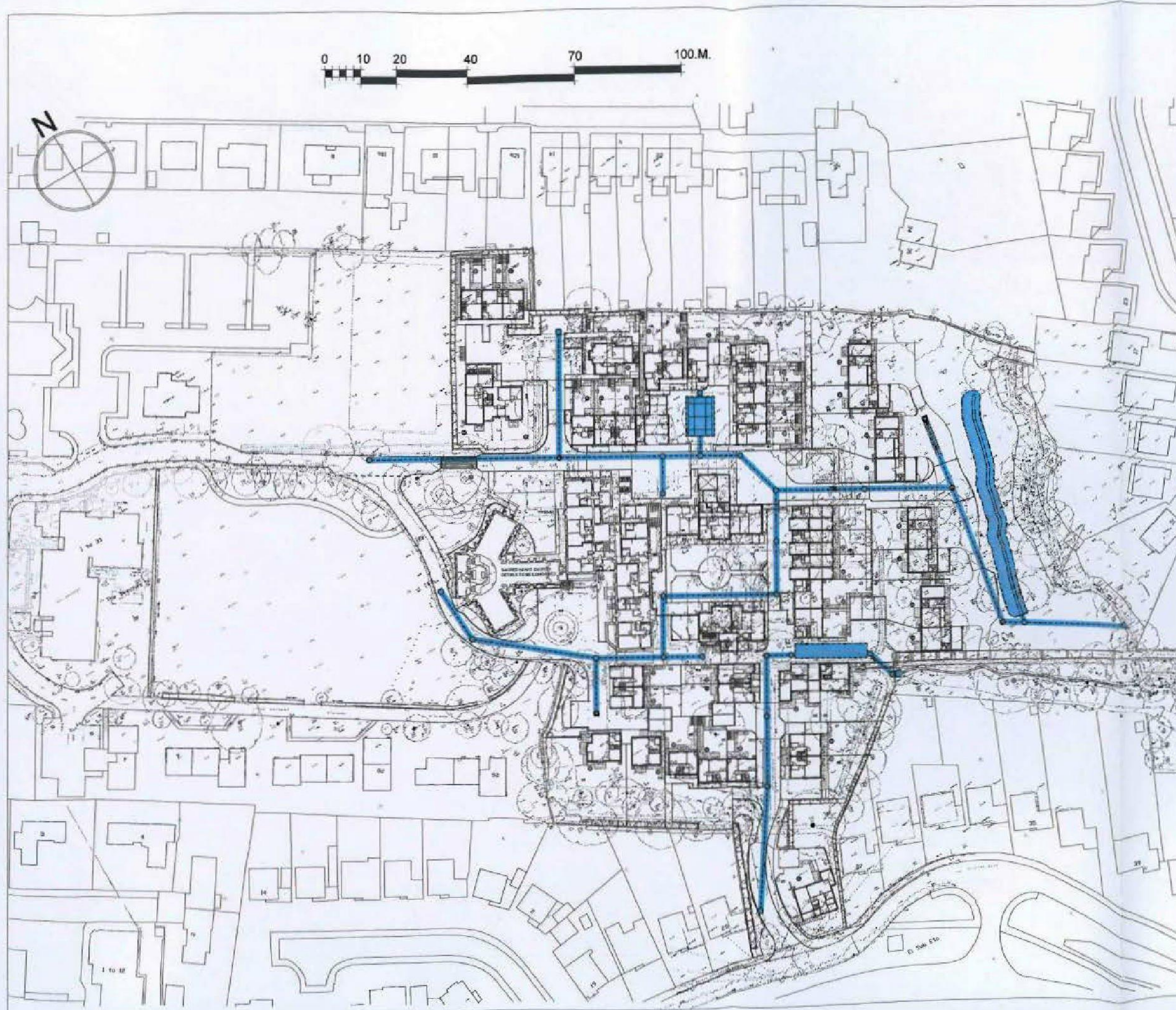
Category	Steps to achieve
Work placement (16-19 years)	Work placements form part of all apprenticeship opportunities. Under the Linden Homes Apprenticeship Programme all new entrants undergo a two week work trial to ensure that they are suitable for the role. Learners are recruited from the local area and engagement is from those in the NEET group or those looking to enhance their level 1 qualification gained in full-time education. <i>This will be monitored by Trevor Lee-Cann/ David Cole and we will report quarterly on this target.</i>
Work placement (19+ years)	Please see Employment and Skills Matrix
Curriculum support activities – individual engagement	All young people engaged on the programme are supported with the application process, Health and Safety training and personal development to ensure they are able to attend interviews and work trials. <i>This will be monitored by Trevor Lee-Cann/ David Cole and we will report quarterly on this target.</i>
Graduates - persons	Recruitment for our Graduate Training Programme takes the form of access to our in-house Academy. We engage with over 100 pre and post graduate students at any one time. This offers them employment and the opportunity to continue with their study whilst gaining valuable work experience. <i>This will be monitored by David Cole and we will report quarterly on this target.</i>
Apprentice starts – persons	The Linden Homes Apprenticeship Programme has been implemented to ensure opportunities for young adults are available across our developments. Young people are recruited by our programme and placed with our supply chain to continue in their studies and gain valuable work experience. The dedicated apprenticeship team adopt Employment and Skills Plans targets and through negotiation with the supply chain implement the strategy to achieve the defined targets. <i>This will be monitored by Trevor Lee-Cann/ David Cole and we will report quarterly on this target.</i>

Existing apprentices – persons	We currently have over 120 Apprentices on the Linden Homes Apprenticeship Programme. Learners are sourced by our team for local projects and placed with our supply chain. <i>This will be monitored by Trevor Lee-Cann/ David Cole and we will report quarterly on this target.</i>
Apprentice completions – persons	The duration of this project means it is unlikely any learner who commences an apprenticeship will complete by the time the development is finalised. We will ensure this objective is met by placing our existing apprentices on our programme on the St Michael's site during the development. <i>This will be monitored by Trevor Lee-Cann/ David Cole and we will report quarterly on this target.</i>
Jobs advertised through local employment vehicles – number	Our supply chain will commit at the outset to advertise all employment opportunities through the JC+ offices in the Borough. <i>Adherence to this will be monitored by Trevor Lee-Cann / David Cole and we will report quarterly on this target.</i>
NVQ starts for sub-contractors	All of our supply chains are encouraged to assess training needs on an ongoing basis. This identifies the full range of training activities being undertaken by the contractor's staff. Linden Homes actively encourages staff development and the process clearly identifies starts on training linked to NVQ's. <i>This will be monitored by Trevor Lee-Cann/ David Cole and we will report quarterly on this target.</i>
NVQ completions for sub-contractors	All of our supply chains are encouraged to assess training needs on an ongoing basis. This identifies the full range of training activities being undertaken by the contractor's staff. Linden Homes actively encourages staff development and the process clearly identifies starts on training linked to NVQ's. <i>This will be monitored by Trevor Lee-Cann/ David Cole and we will report quarterly on this target.</i>

Training plans for sub-contractors - number	All of our supply chains are encouraged to assess training needs on an ongoing basis. This identifies the full range of training activities being undertaken by the contractor's staff. Linden Homes actively encourage staff development and the process clearly identifies completion of training linked to NVQ's. <i>This will be monitored by Trevor Lee-Cann/ David Cole and we will report quarterly on this target.</i>
Supervisor training for sub-contractors - persons	All of our supply chains are encouraged to assess training needs on an ongoing basis. This identifies the full range of training activities being undertaken by the contractor's staff. Linden Homes actively encourage staff development and have implemented its own programmes to ensure supervisor training is completed. The ongoing dialogue with contractors clearly identifies those who have completed this element of the programme. <i>This will be monitored by Trevor Lee-Cann/ David Cole and we will report quarterly on this target.</i>
Leadership and management training for sub-contractors - persons	All of our supply chains are encouraged to assess training needs on an ongoing basis. This identifies the full range of training activities being undertaken by the contractor's staff. Linden Homes actively encourage staff development and the process clearly identifies those within the organisation undertaking leadership and management training. <i>This will be monitored by David Cole and we will report quarterly on this target.</i>
Advanced health and safety training for sub-contractors - persons	All of our supply chains are encouraged to assess Health and Safety competencies on an ongoing basis. This identifies those staff who require initial and ongoing H&S training being undertaken by the contractor's staff. Ongoing dialogue with the supply chains identifies those engaged and completions. <i>This will be monitored by Trevor Lee-Cann/ David Cole and we will report quarterly on this target.</i>

Schedule 5

SUDs Plan



AMA

Andrew Malcolm Associates Ltd
15 Wild Rose Crescent
Locks Heath
Southampton,
SO31 6TG
Tel/Fax: 01489 605526

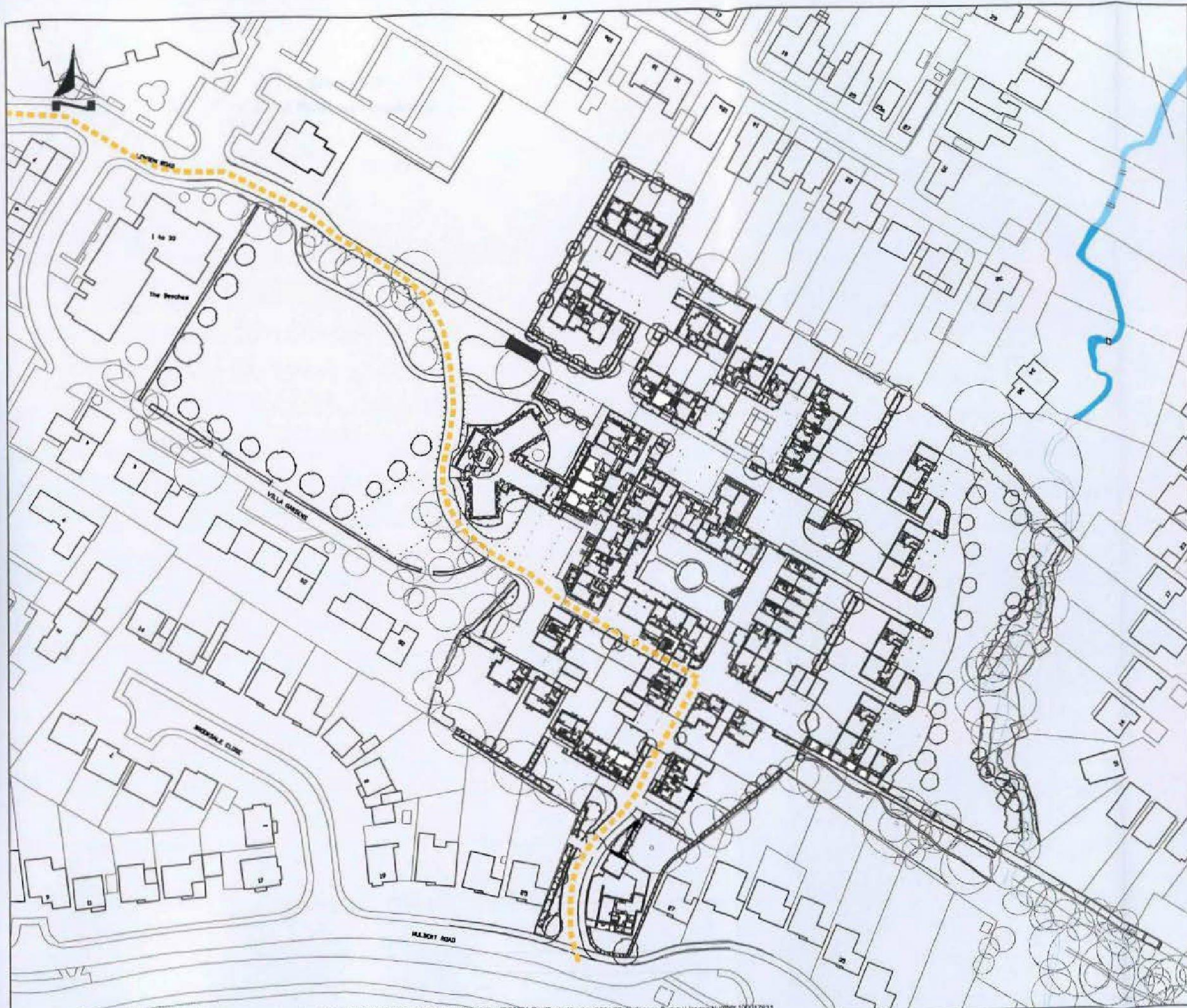
Project
**LINDEN HOMES
RESIDENTIAL DEVELOPMENT
St. Michaels Convent
WATERLOOVILLE**

Title
SUDS PLAN

Date:	Series:	Drawn:
dec 12	1:000@A3	ajm
Drawing Number:	Rev:	
LIND34		

Schedule 6

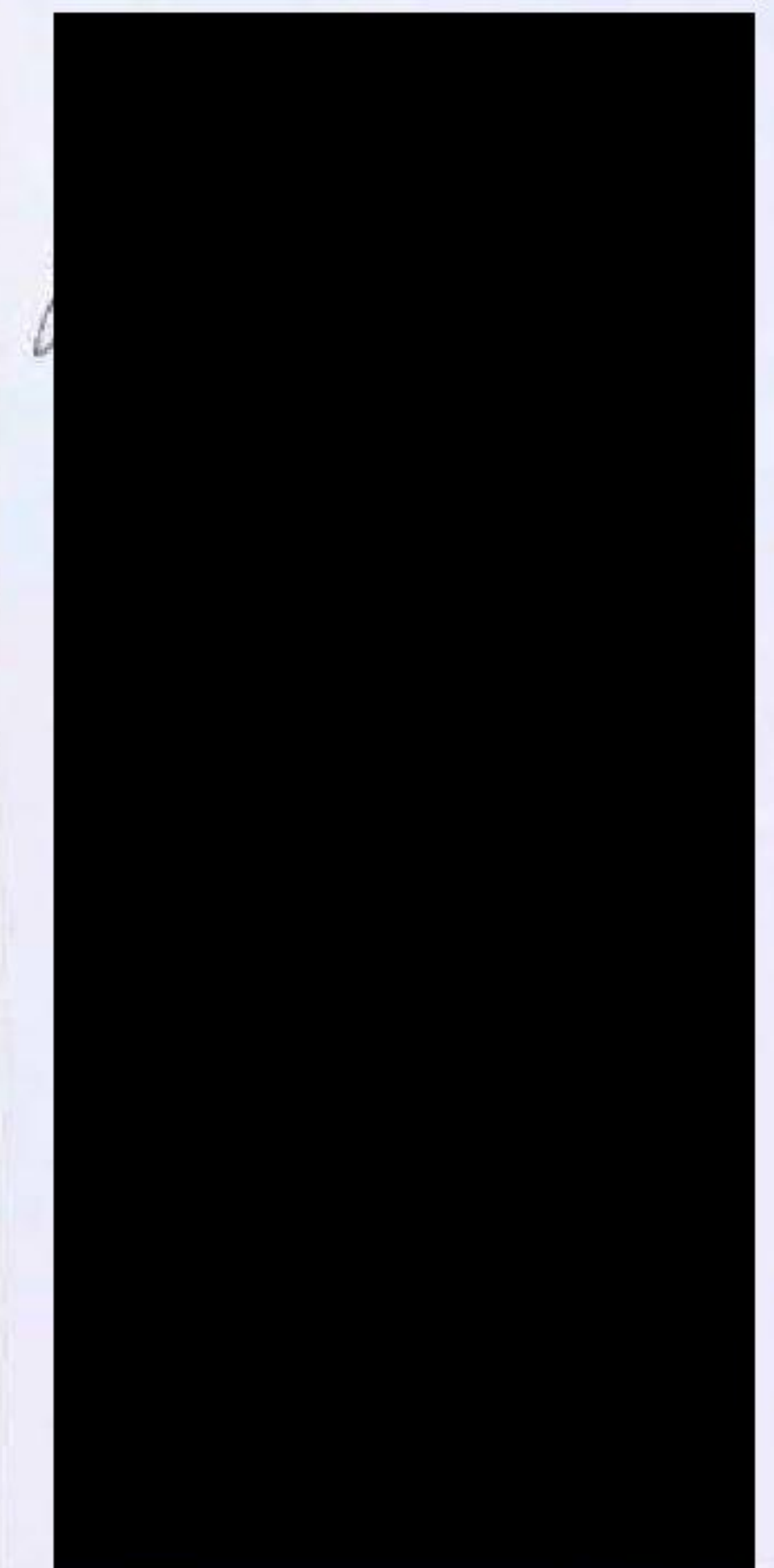
Cycleway/Footpath Plan



Notes

Key

----- Cycle route through site



Clover House
Westem Lane
Odiham
Hampshire, RG29 1TU
Tel: 01256 703355
Fax: 01256 704934
Email: info@bellamyroberts.co.uk

Client: Linden Ltd.

Project: St. Michael's Convent, Waterlooville

Title: Suggested cycle route through site

Drawn by: GPW	Checked by: -	Used by: ITR
Date: 03/10/12	Drawn by: 4140 / 302	Used by: -
Scale: 1:1,000 @ A3		

Schedule 7
Draft Planning Permission



Havant
BOROUGH COUNCIL

Public Service Plaza
Civic Centre Road
Havant
Hampshire PO9 2AX

T 023 9247 4174
F 023 9248 0263
DX 50005 Havant

www.havant.gov.uk

Mr O'Donovan
Turley Associates
Brunswick House
8-13 Brunswick Place
Southampton
SO15 2AP

For: Linden Ltd trading as Linden Homes
Southern and The EPOLC

**The Town and Country Planning (Development Management Procedure) (England) Order
2010**
Grant of Planning Permission

Application Number: APP/12/00760

Site Address: St Michaels Convent, 354 London Road, Waterloooville, PO7 7SS

Proposal: Demolition of later additions to side and rear elevations of Listed Convent, complete removal of already partially demolished link between Church and Convent, conversion and refurbishment of former Convent building to 17No. apartments, erection of 65No. dwellings, fencing and landscaping, public open spaces and alterations to existing accesses to London Road and Hulbert Road.

Further to your application received on 20 July 2012 (which was valid from 16 August 2012) Havant Borough Council, as Local Planning Authority **Grants Planning Permission** for the above proposal in accordance with the submitted plans and particulars as detailed below.

This permission is subject to compliance with:

- (i) The plans and other documents submitted with regard to your application; and
- (ii) The following conditions:

Conditions:

- 1 The development hereby permitted shall be begun before the expiration of 3 years from the date on which this planning permission was granted.
Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 Notwithstanding the details set out within the "Schedule of Materials", the dwellings hereby permitted shall not be constructed above DPC level until details (with samples where requested) of all external facing and roofing materials shall be submitted to and approved by the Local Planning Authority. Thereafter only such approved materials and finishes shall be used in carrying out the development.
Reason: In the interests of visual amenity and having due regard to policies CS11 and DM8 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

- 3 No development hereby permitted shall be constructed above DPC level until a specification of the materials to be used for the surfacing of all open parts of that phase proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Each development phase hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed in full accordance with that specification.

Reason: In the interests of visual amenity and having due regard to policy DM8 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

- 4 No development shall start on site (or in the event of a phased development, before any works commence on each approved phase) until a full detailed landscape and planting scheme for the site has been submitted to and approved in writing by the Planning Authority. The works shall be carried out in accordance with the approved details and in accordance with the recommendations of the appropriate British Standards or other recognised codes of good practice. These works shall be carried out in the first planting season after practical completion or first occupation of the development, whichever is earlier, unless otherwise first agreed in writing by the Planning Authority. Any trees or plants which, within a period of 5 years after planting, are removed, died or become seriously damaged or defective, shall be replaced as soon as is reasonably practicable with others of species, size and number as originally approved unless otherwise first agreed in writing by the Planning Authority.

Reason: In the interests of visual amenity and having due regard to policy DM8 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

- 5 The proposed works must be carried out in accordance with the Arboricultural Impact Appraisal and Method Statement prepared by Barrell Tree Consultancy, received by the Planning Authority on 16/08/12 and the Tree Protection Plans (Drawing Nos. 4140/001, 11373-BT4b, and 11373-BT4c.

Reason: To ensure the trees are not adversely affected by the construction of the development and having due regard to policy DM8 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

- 6 The conversion and demolition of the various existing buildings hereby permitted shall not be carried out other than in full compliance with the following documents:

Method Statement to accompany Natural England EPS licence application in respect of

bats – Document 1 (Background and Supporting Information) dated July 2012.

Method Statement to accompany Natural England EPS licence application in respect of

bats – Document 2 (Delivery Information) dated July 2012.

Ecological Assessment Report – April 2012

Reptile Survey & Mitigation Strategy Report – August 2012

Reason: To ensure effects of the development upon biodiversity and the natural environmental are adequately mitigated and having due regard to policies DM8 and CS11 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

- 7 No development shall commence beyond general site clearance, enabling works including demolition and investigations on the site until details of the design, depth and type of building foundations and the layout, with positions, dimensions and levels, of service trenches, ditches, drains and other excavations on site, insofar as they may affect trees and hedgerows on or adjoining the site, have been submitted to and approved in writing by the Local Planning Authority.

Reason: To safeguard against undue damage to existing trees and/or other vegetation at the site and having due regard to policies CS11 and CS16 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

- 8 No development shall take place until a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro geological context of the development, has been submitted to and approved in writing by the local planning authority. The drainage strategy should demonstrate the surface water run-off generated up to and including the 1 in 100 year 30% critical storm will not exceed the runoff from the undeveloped site following the corresponding rainfall events. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed. The scheme shall also include details of how the scheme shall be maintained and managed after completion. The development shall only be implemented and shall be managed and maintained in accordance with the details thus approved unless the Local Planning Authority gives prior written approval for any variation.

Reason: To prevent the increased risk of flooding, both on and off site and having due regard to policy DM9 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

- 9 No development hereby permitted nor any related site clearance shall commence until plans and particulars specifying the finished levels (above ordnance datum) of both the ground floors of the proposed buildings and the surrounding ground levels in relation to existing ground levels have been submitted to and approved by the Local Planning Authority.

Reason: In the interests of visual amenity and having due regard to policy DM8 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

- 10 No development hereby permitted shall not be constructed above DPC level until plans and particulars specifying the alignment, type, height and, where appropriate, construction materials and design of all proposed screen walls, fences, hedges and other means of enclosure have been submitted to and approved in writing by the Local Planning Authority. The details shall include the provision of several evergreen trees along the (rear) eastern boundary with Hermitage Stream. Unless agreed otherwise in writing by the Authority, the dwellings hereby permitted shall not be occupied prior to the completion of the approved boundary treatment. This shall be retained in a wholly sound and effective condition.

Reason: To safeguard the amenities of the locality and occupiers of neighbouring property and having due regard to policy CS16 of the of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

- 11 No development (nor any related site clearance) hereby permitted shall commence until a Method of Construction Statement has been submitted for that phase, and approved by the Local Planning Authority, to include details of:
- i. construction traffic routes in the local area;
 - ii. parking for vehicles of site personnel, operatives and visitors;
 - iii. loading and unloading of plant and materials;
 - iv. piling techniques;
 - v. storage of plant and materials;
 - vi. programme of works (including measures for traffic management and operating hours)
 - vii. provision of boundary hoarding and lighting has been submitted to and approved in writing by the Local Planning Authority;
 - viii. protection of important trees, hedgerows and other natural features;
 - ix. measures to reduce mud and spoil on the highway;
 - x. details of proposed means of dust suppression and noise mitigation
 - xi. details, location and provision of a Site and Sales Office and associated advertising.
- Only the approved details shall be implemented during the construction period.
- Reason:** To ensure that development should not prejudice highway safety nor cause inconvenience to other highway users or result in any other significant harm to the amenity of local residents, or to existing natural features and having due regard to policies DM8, DM10, and CS20 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.
- 12 Details of cycle parking must be submitted and approved in writing by the Local Planning Authority and implemented prior to the first dwelling being occupied on-site. The approved cycle parking shall be retained thereafter for their intended purpose.
- Reason:** To encourage sustainable travel and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.
- 13 Any single garage/car port shall measure a minimum of 6m by 3m and be constructed as such and made available for the parking of motor vehicles at all times.
- Reason:** To ensure compatible use of the garage with the interests of local amenity. To ensure adequate on-site car parking provision for the approved dwellings and to discourage parking on the adjoining highway in the interests of local amenity and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.
- 14 The development hereby permitted shall not exceed dpc level until plans and particulars specifying the provision to be made for external lighting of the same has been submitted to and approved in writing by the Local Planning Authority. There shall be no external lighting on the site other than as thereby approved.
- Reason:** To safeguard the amenities of the locality and/or in the interests of traffic safety and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.
- 15 Demolition, clearance, excavation, road or construction works shall take place only between the hours of 0800 hours and 1800 hours on Mondays to Saturdays and not at all on Sundays and all recognised public holidays.
- Reason:** To protect the amenity of adjoining residents and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.

- 16 The development shall not be occupied until space for the loading, unloading and parking of vehicles has been provided within the site, surfaced and marked out in accordance with the approved details. Such areas shall thereafter be retained and used solely for those purposes.
Reason: In the interests of highway safety and having due regard to policy DM13 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.
- 17 The new build dwellings hereby permitted (i.e. excluding the Convent conversion dwellings) shall not be first occupied until an Interim Certificate of Compliance with the Code for Sustainable Homes has been submitted to and approved in writing by the Local Planning Authority. The Certificate shall demonstrate that the development will attain a minimum standard of Level 3 in accordance with the Code. The development shall be carried out only in accordance with the details the subject of the Certificate.
Reason: To ensure that the development is carried out in accordance with Policy CS14 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.
- 18 Notwithstanding the provisions of any Town and Country Planning (General Permitted Development) Order, no extension, building or structure permitted by Part 1, Classes A, B, C, D and E of Schedule 2 of the 1995 Order (as amended), shall be erected within the curtilage of the site without the prior written approval of the Local Planning Authority.
Reason: In the interests of residential and visual amenity and to prevent overdevelopment of the site and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.
- 19 The windows shown to be obscurely glazed on Drawing No.PP1144/127-00 P2 for Plots 32 – 39 shall remain obscurely glazed at all times unless otherwise agreed in writing by the Local Planning Authority.
Reason: In the interests of residential amenity and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.
- 20 The dwellings hereby permitted shall not be occupied beyond the sixth dwelling until the works to the north east elevation of the Church of the Sacred Heart have been carried out in accordance with details shown on Drawing No.PP114/195-05 P1.
Reason: In the interests of residential amenity and having due regard to policies DM8, CS11 and CS16 of the Havant Borough Local Plan (Core Strategy) which forms part of the Development Plan and National Planning Policy Framework, March 2012.
- 21 The development hereby permitted shall be carried out in accordance with the following approved plans:
- Design and Access Statement
Affordable Housing Statement
Archaeological Desk Based Assessment
Arboricultural Impact Assessment and Method Statement. Prepared by Barrell Tree Consultancy dated 12 July 2012.
Final Engineering Appraisal - prepared by AMA. Dated 09 December 2011
Flood Risk Assessment - prepared by AMA. Dated February 2012
Heritage Statement
Planning Supporting Statement
Material Schedule - Conversion. Dated 15 June 2012

Ground Investigation Report prepared by Geo-Environmental Services Ltd. Dated 25 January 2012.

Suggested Construction detail through build out. Drawing No.4140/001.

Landscape Maintenance Plan dated April 2012 prepared by TGD Landscape Ltd.

England EPS Licence application in respect of bats. Document 2 - Delivery Information. Dated July 2012.

Method Statement to accompany Natural England EPS licence application in respect of bats. Document 1 - Background and Supporting Information. Dated July 2012.

Reptile Survey & Mitigation Strategy Report - dated August 2012 prepared by Hampshire Ecological Services Ltd.

Ecological Assessment Report dated April 2012 prepared by Hampshire Ecological Services Ltd.

Tree Protection Plan (a). Drawing No.11373-BT4a.

Tree Protection Plan (b). Drawing No.11373-BT4b.

Tree Protection Plan (c). Drawing No.11373-BT4c

Landscape Strategy Plan. Drawing No.1112-0101 Rev C. Dated May 2012

Hermitage Stream Sketch Landscape Plan. Drawing No.1112-102. Dated May 2012.

Residential Travel Plan Framework prepared by Bellamy Roberts LLP dated July 2012.

Transport Assessment prepared by Bellamy Roberts LLP dated July 2012.

Transport Assessment Appendices

Statement of Community Involvement prepared by Remarkable dated June 2012.

Site Plan. Drawing No.PP1144/101-01 P4.

Site Plan - Ground Floor Layout Sheet 1 of 2. Drawing No.PP1144/102-00 P5.

Site Plan - Ground Floor Layout Sheet 2 of 2. Drawing No.PP1144/102-01 P4.

Former Convent: Roof Plan. Drawing No.PP1144/190-03 P1.

Former Convent: Roof Plan - East. Drawing No.PP1144/190-03-01 P1.

Former Convent: Ground Floor Plan. Drawing No.PP1144/190-00 P2.

Former Convent: Ground Floor Plan - East. Drawing No.PP1144/190-00-01 P2.

Former Convent: Ground Floor Plan - West. Drawing No.PP1144/190-00-02 P2.

Former Convent: First Floor Plan. Drawing No.PP1144/190-01 P3.

Former Convent: First Floor Plan - East. Drawing No.PP1144/190-01-01 P3.

Former Convent: Second Floor Plan. Drawing No.PP1144/190-02 P2.

Former Convent: Second Floor Plan - West. Drawing No.PP1144/190-02-02 P2.

Former Convent: Second Floor Plan - East. Drawing No.PP1144/190-02-01 P2.

Block O (Plots 64, 65) Private. Sections & Elevations. Drawing No.PP1144/134-02 P1.

Block O (Plots 64, 65) Plans. Drawing No.PP1144/134-01 P1.

Block O (Plots 62, 63) Private. Plans, Sections & Elevations. Drawing No.PP1144/134-00 P1.

Block N Private. Sections & Elevations. Sheet 2 of 2. Plots 53 to 61. Drawing No.PP1144/133-11 P2.

Block N Private. Sections & Elevations. Sheet 1 of 2. Plots 53 to 61. Drawing No.PP1144/133-10 P2.

Block N Private. Second Floor & Roof Plan. Plots 53 to 61. Drawing No.PP1144/133-01 P2.

Block N Private. Ground & First Floor Plans. Plots 53 to 61. Drawing No.PP1144/133-00 P2.

Block M Private. Plans, Section & Elevations. Plots 50, 51, 52. Drawing No.PP1144/132-00 P2.

Block L Private. Plans, Section & Elevations. Plot 49. Drawing No.PP1144/131-00 P2.

Block K Private. Section & Elevations. Plots 45 & 48. Drawing No.PP1144/130-10 P1.

Block K Private. Plots 45 to 48. Drawing No.PP1144/130-00 P2.

Block J Private. Sections & Elevations. Plots 40 to 44. Drawing No.PP1144/129-10 P2.

Block J Private. Plans Plots 40 to 44. Drawing No.PP1144/129-00 P2.

Block H Private. Plans, Section & Elevations. Plots 32 - 39. Drawing No.PP1144/127-00 P2.

Block G Affordable. Section & Elevations Plots 22 to 31. Drawing No.PP1144/126-10 P1.

Block G Affordable. Plans Plots 22 to 31. Drawing No.PP1144/126-00 P1.

Block F Private. Elevations Plots 17 to 21. Drawing No.PP1144/125-10 P1.

Block F Private. Plans 17 to 21. Drawing No.PP1144/125-00 P2.

Block E Affordable. Plans, Section & Elevations Plots 14, 15. Drawing No.PP1144/124-00 P1.

Block D Affordable. Plans, Section & Elevations. Plots 10, 11, 12, 13. Drawing No.PP1144/123-00 P1.

Block C Affordable. Plans, Section & Elevations. Plots 8 and 9. Drawing No.PP1144/122-00 P2.

Block B Affordable. Plans, Section & Elevations. Plots 5, 6, 7. Drawing No.PP1144/121-00 P1.

Block A Affordable. Apartments, Plots 1 - 4 Elevations. Drawing No.PP1144/120-10 P2.

Block A Affordable. Apartments Plots 1 - 4 Plans. Drawing No.PP1144/120-00 P1.

Site Sections/Elevations 4 - 6. Drawing No.PP1144/111-00 P1.

Site Sections/Elevations 1 - 3. Drawing No.PP1144/110-00 P1.

Ground Floor Layout Plan - Church of the Sacred Heart. Sheet 2 of 4.

First Floor Layout Plan - Church of the Sacred Heart. Sheet 3 of 4.

Second Floor Layout Plan - Church of the Sacred Heart. Sheet 4 of 4.

Elevations 1 to 7- Church of the Sacred Heart. Sheet 1 of 3.

Elevations 8 to 14- Church of the Sacred Heart. Sheet 2 of 3.

Elevations 15 to 27 - Church of the Sacred Heart. Sheet 3 of 3.

Church of the Sacred Heart - North East Gable Treatment. Drawing No.PP1144/195-05 P1.

Former Convent: Existing & Proposed North East Elevations. Drawing No.PP1144/195-04 P3.

Former Convent: Existing & Proposed North West Elevations. Drawing No.PP1144/195-02 P1.

Former Convent: Existing & Proposed South East Elevations. Drawing No.PP1144/195-03 P2.

Former Convent: Existing & Proposed South West Elevations. Drawing No.PP1144/195-01 P1.

Former Convent: First Floor Plan - West Church of the Sacred Heart. Drawing No.PP1144/190-01-02 P3.

Former Convent: Flat 76 Dormer Section. Drawing No.PP1144/196-02 P1.

Boundary Site Section 1-1 and 2-2. Drawing No.PP1144/160-00

Boundary Site Section 4-4 and 5-5. Drawing No.PP1144/162-00

Boundary Site Section 3-3. Drawing No.PP1144/161-00

Site Survey Existing Sheet 1 of 3. Drawing No.1460_12_01_01

Site Survey Existing Sheet 2 of 3. Drawing No.1460_12_01_02

Site Survey Existing Sheet 3 of 3. Drawing No.1460_12_01_03

Swept Path Profile - Fire Vehicle. Drawing No.4140/211

Swept Path Profile - Fire Vehicle. Drawing No.4140/212

Swept Path Profile - Fire Vehicle. Drawing No.4140/213

Swept Path Profile - Fire Vehicle. Drawing No.4140/214

Swept Path Profile - Fire Vehicle. Drawing No.4140/215

Swept Path Profile - Fire Vehicle. Drawing No.4140/216

Swept Path Profile - Fire Vehicle. Drawing No.4140/217

Swept Path Profile - Fire Vehicle. Drawing No.4140/218

Swept Path Profile - Fire Vehicle. Drawing No.4140/219

Swept Path Profile - Fire Vehicle. Drawing No.4140/220

Suggested cycle route through site. Drawing No.4140/302

Former Convent: Typical Sections. Drawing No.PP1144/196-01 P1.

Hulbert Road - Mini Roundabout Option. Drawing No.4140/006

Hulbert Road - Giveway Option. Drawing No.4140/005
Hulbert Road - Visibility. Drawing No.4140/007
Hulbert Road - Existing Road Layout. Drawing No.4140/004

Reason: - To ensure provision of a satisfactory development.

Other Important Information:

In reaching its decision the Council has had regard to the relevant policies of the Havant Borough Local Plan And Other Planning Policy Documents including the National Planning Policy Framework 2012.

Havant Borough District Wide Local Plan 1996-2011

H3	(Baseline Housing Sites)
R16	(New Open Space)
R17	(Playing Space Related to New Housing Development)

Havant Borough Core Strategy 2011

CS14	Efficient Use of Resources
CS15	Flood and Coastal Erosion
CS16	High Quality Design
CS19	Effective Provision of Infrastructure
CS21	Developer Requirements
CS9	Housing
DM1	Recreation and Open Space
DM10	Pollution
DM12	Mitigating the Impacts of Travel
DM13	Car and Cycle Parking on Residential Development
DM15	Safeguarding Transport Infrastructure
DM8	Conservation, Protection and Enhancement of Existing Natural Features
DM9	Development in the Coastal Zone

The Council considers, having regard to the objectives of these policies and The National Planning Policy Framework, March 2012, that the principle of the development is acceptable in this case, and also that the impact of the development is acceptable in terms of density, layout and form. There would be no significant harm to residential amenity, the listed building and nature conservation. Having taken into account the requirements of Section 38 (6) of the Planning and Compulsory Purchase Act 2004 and all other material considerations, the Council has determined that planning permission should be granted for the development.

- (1) This notice only relates to the decision of Havant Borough Council as Local Planning Authority under the Town and Country Planning Acts. It does not relate to any other application that may be required under the Building Regulations or under any other Act, Regulation, Byelaw or Order where the Council's approval may be needed. For further guidance as to the need for consent under the Building Regulations please phone 023 9244 6573.
- (2) Your attention is drawn to the attached information regarding firstly your right to appeal to the Planning Inspectorate, if you are aggrieved by the Council's decision, and secondly the rights of an owner to, in certain circumstances serve a purchase notice on the Council. See www.planningportal.gov.uk/pcs.
- (3) Any failure to adhere to the details of the approved plans, and other documents or to comply with any conditions listed above may lead to enforcement action being taken by the Council. If you wish to depart from the approved details or conditions in any way you should contact the Planning and Development service at the Civic Offices or

by telephoning 023 9244 6015.

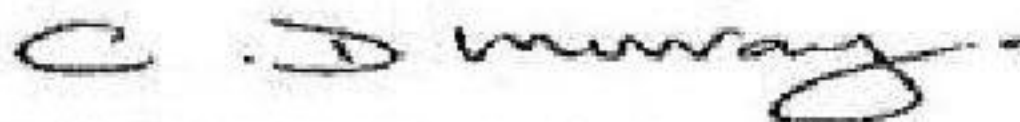
- (4) This permission was granted subject to a planning obligation agreement made under Section 106 of the Town & Country Planning Act 1990 dated which requires
- (5) In accordance with paragraphs 186 and 187 of the NPPF Havant Borough Council (HBC) take a positive and proactive approach to development proposals focused on solutions.

HBC work with applicants and agents in a positive and proactive manner by;

- Offering a pre-application advice service, and
- Updating you of any issues that may arise in the processing of your application and where possible suggesting solutions, and,

In this instance:

- You sought and were provided with pre-application advice, and you were updated about issues after the initial site visit.



Mr Chris Murray
Service Manager (Planning Development)

14 December 2012