DATED 28th September **2016**

PORTSMOUTH CITY COUNCIL **(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 adjacent to Riders Infant and Junior School, Kingsclere Avenue, Havant in Hampshire

Solicitor to the Council
Havant Borough Council
Public Service Plaza
Civic Centre Road
Havant
PO9 2AX

THIS DEED is made the 28th day of September 2016

BETWEEN

(1) PORTSMOUTH CITY COUNCIL OF CIVIC OFFICES, GUILDHALL SQUARE, PORTSMOUTH, HANTS PO1 1JW ("the Owner")

(2) THE COUNCIL OF THE BOROUGH OF HAVANT of Public Service Plaza Civic Centre Road Havant 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 freehold owner of the Land being registered at the Land Registry under HP 2679 and title entries and relevant documentation have been produced to the Council prior to the date hereof

(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

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

1.1 Reference in this Agreement to a Clause Schedule or Recital shall mean a clause schedule or recital to this Agreement

1.2 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

1.3 In this Agreement where the context so admits:

1.3.1 words importing one gender shall include all other genders

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

1.3.3 A reference to writing or written does not include faxes or e-mail

1.3.4 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

1.3.5 References to clauses plans schedules and appendices are to the clauses plans schedules and appendices of this deed

1.3.6 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

1.3.7 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

2. Definitions

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

"the Act"	Means the Town and Country Planning Act 1990 as amended
"Affordable Housing"	means housing which is rented below market levels by means of public or private subsidies such that it can be afforded by those Eligible Persons whose incomes are insufficient for them to afford affordable housing locally on the open market.
"Agreement"	Shall mean this deed of agreement
"the Application"	Shall mean the planning application submitted to the Council by the Owner given reference number APP/16/00492 for the Development and any subsequent application to vary the Planning Permission made pursuant to section 73 of the Act
"Common Parts"	means the parts of the Land which do not comprise a Dwellinghouse or the curtilage of a Dwellinghouse and which are intended

	to benefit the Occupiers of the Dwellinghouses as a whole or to enhance their Occupation and shall without prejudice to the generality thereof include the any unadopted roads, communal space and parking areas, landscaped areas, amenity spaces and SUDS
"Default Interest Rate"	interest at four per cent above the base lending rate of Barclays Bank Plc from time to time
"the Development"	means development authorised by the Planning Permission consisting of the residential development of 25No. 2 to 2.5 storey 3 bed houses, 5No. 3 storey 4 bed houses and 8No. 2 bed apartments
"Dwellinghouse"	means any unit of residential accommodation constructed pursuant to the Planning Permission and forming part of the Development for the sole use as a private residence of an Occupier
"Eligible Persons"	means persons who are unable to afford rented housing accommodation on the open market 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"	a scheme to 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

	accordance with the arrangements set out in paragraph 5 of Schedule 1 and in a form as set out in Schedule 3 to the reasonable satisfaction of the Council
"the Havant Units"	means the 8 (EIGHT) Dwellinghouses identified as units 20-27 on Plan 1 in respect of which the Council has the right to nominate Eligible Persons from the Havant and Leigh Park areas for Occupation
"Index Linked"	means increased in accordance with the following formula: A x C B Where: A = the contribution amount B = the last figure published for the RPI immediately prior to the grant of Planning Permission C = the last figure published for the RPI immediately prior to Implementation of Development
"Implementation"	means the Implementation of the Planning Permission by the carrying out of a material operation under Section 56(4) of the Act excluding operations consisting of site clearance, demolition work on the Land, archaeological investigations, investigations for the purpose of assessing contamination, remedial action in respect of contamination, diversion and laying of services and the erection of means of enclosure for the purposes of site security and/or the display of advertisements (and implement implements and implemented shall be construed accordingly)

"Indexation"	means the RPI from the date of this Agreement until payment
"the Land"	means land adjacent to Riders Junior and Infant School, Kingsclere Avenue, Havant PO9 4RY
"the Management Plan"	proposals (to be agreed in writing by the Council) for arrangements to secure the management arrangements for new road and drives, including street cleaning and street lighting and for managing the parking within the site and future maintenance and management of the Common Parts and SUDS in perpetuity by the Owner
"the Monitoring and Administration Fee"	means the sum of £1,200 being a fee (applied at such time and in such manner as the Council shall in its absolute discretion determine) used towards the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function is inter alia to monitor co-ordinate and enforce planning deeds
"Occupation"	means occupation of a Dwellinghouse for the purposes of a residential household (and "Occupy" "Occupies" "Occupiers" and "Occupied" shall be construed accordingly)
"Plan 1"	means the location plan annexed hereto at Schedule 2
"Plan 2"	means the affordable housing plan annexed hereto at Schedule 3
"the Planning Permission"	means the planning permission granted by

	the Council for the Development pursuant to the Application
"Practical Completion"	means the issue of a certificate of practical completion of the Development by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect
"RPI"	means the Retail Prices Index as published by the Office of National Statistics or (in the event that the Office of National Statistics ceases to publish the RPI) such other similar index as determined by the Council
"Solent Recreation Mitigation Project Contribution"	means the sum of £6,688.00 (SIX THOUSAND SIX HUNDRED AND EIGHTY EIGHT POUNDS) being calculated as the sum of £176 for each Dwellinghouse in respect of the Special Protection Area mitigation measure delivered through the Interim Solent Recreation Mitigation Strategy
"SUDS"	means a sustainable urban drainage system for the Development in accordance with a specification agreed in writing by the Council and if statutorily empowered so to do by Hampshire County Council
"TRO Contribution"	means such sum as the Council may reasonably require 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 providing such sum shall not exceed £3,000

3. Statutory Powers

This Deed is made pursuant to:

3.1 Section 106 of the Town and Country Planning Act 1990

3.2 Section 111 of the Local Government Act 1972 to the intent that it shall bind the Owner and their successors in title to each and every part of the Land and its assigns

4. Planning Obligations

4.1 The obligations contained in this Agreement are planning obligations for the purposes of the Act and are enforceable by the Council

5. Conditionality

5.1 This Agreement is conditional upon

(i) the grant and issue of the Planning Permission; and

(ii) Implementation of the Development

save for the provisions of clauses 14, 17, 21 and 22 which shall come into effect immediately upon the date of this Agreement.

6. Covenants

6.1 The Owner covenants with the Council to observe and perform such of the covenants restrictions and obligations contained in Schedule 1

7. Exclusions of Liability

7.1 Notwithstanding any other provision of this Agreement the obligations contained within clause 6 shall not be binding upon or enforceable

against the owners or occupiers of any Dwellinghouse nor any mortgagees of any owners or occupiers of any Dwellinghouse nor any providers of utility services

8. Indexation

8.1 The Solent Mitigation Strategy Contribution shall be Index Linked from the date that the Planning Permission is granted until the date of payment, provided that such indexation shall only be applied in circumstances where the RPI at the date of payment stands at a higher level than at the date of the Planning Permission for the Development

9. Release

9.1 No person (including any subsequent successors in title to the Land) shall be liable for any breach of covenant, restriction or obligation contained in this Agreement after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest

10. Determination of deed

10.1 The obligations in this Agreement shall cease to have effect if before the Implementation of Development the Planning Permission:

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

10.2 Nothing in this Agreement 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

11. Local land charge

11.1 This Deed is a local land charge and shall be registered as such by the Council

12. Interest on late payment

12.1 Where any sum or amount has not been paid to the Council by the date on which it is due the Owner shall pay to 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

13. Reasonableness

13.1 Any approval consent direction authority agreement or action to be given by the Council under this Agreement shall not be unreasonably withheld or delayed

14. Disputes

14.1 If any dispute arises out of this Agreement 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

14.2 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)

15. No fetter of discretion

15.1 Nothing (contained or implied) in this Agreement shall fetter or restrict the Council's statutory rights powers discretions and responsibilities

16. Waiver

16.1 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 Agreement 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 Agreement or acting on any subsequent breach or default of this Agreement

17. Notices

17.1 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

17.2 Any notice or other communication required to be given under this Agreement to the Owner shall be sent to the Owner at their address set out above or as otherwise specified by the Owner by notice in writing

18. Third party rights

18.1 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

19. Severance

19.1 If any court or competent authority finds that any provision of this Agreement (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

19.2 If any invalid unenforceable or illegal provision of this Agreement 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

20. Value added tax

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

20.2 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

21. Governing Law

21.1 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

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

22. Costs

22.1 The Owner hereby covenants to pay to the Council on or before the date of this Agreement the sum of £665.00 in respect of the Council's legal costs together with all disbursements incurred in connection with the preparation and approval of this deed.

23. Council Successors

23.1 The expression "the Council" shall include successors to its functions as Local Planning Authority for the purposes of the Act

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

SEAL REGISTRY No. 75515

The COMMON SEAL of)
PORTSMOUTH CITY COUNCIL)
was hereunto affixed in pursuance of a)
resolution of the Council passed at a)
meeting duly convened and held:)

[redacted]

Authorised Signatory

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

[redacted]

Authorised Signatory

Schedule 1
Owner's covenants

1. Implementation

1.1 The Owner shall give to the Council not less than 14 days written notice of its intention to Implement the Development in accordance with the Planning Permission.

2. Contributions

2.1 The Owner covenants not to Occupy or to cause or permit Occupation of the Development permitted by the Planning Permission until it has paid or caused to be paid to the Council the Solent Mitigation Strategy Contribution subject to Indexation in accordance with the figures supplied to the Council by the Solent Recreation Mitigation Partnership towards the Solent Recreation Mitigation Strategy such sum to be collected by the Council on behalf of the Solent Recreation Mitigation Partnership

2.2 The Owner covenants not to Implement or to cause or permit the Implementation of the Development permitted by the Planning Permission until it has paid or caused to be paid to the Council the Monitoring and Administration Fee

3. SUDS

3.1 Prior to Implementation the Owners shall submit to and obtain the approval of the Council to a plan for the management and maintenance for the lifetime of the Development of the SuDS which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangement to secure the operation of the SuDS the lifetime of the Development.

3.2 The Owner covenants not to Occupy or cause or permit Occupation of the Development unless and until the SUDS have been constructed to the satisfaction of the Council (acting reasonably and without delay) and in accordance with the specification previously agreed in writing by

the Council such agreement not to be unreasonably withheld or delayed

4. Management Provisions

4.1 Prior to Implementation the Owners shall prepare and submit to the Council for written approval (such approval not to be unreasonably withheld or delayed) the Management Plan containing proposals for arrangements to secure the management arrangements for new roads and drives including street cleaning and lighting and for managing the parking within the site and the future maintenance of the Common Parts in perpetuity by the Owners so as to ensure that the Common Parts are properly maintained in perpetuity

4.1.1 Following completion of the Development the Owners shall maintain the Common Parts in perpetuity in accordance with the agreed Management Plan and to the reasonable satisfaction of the Council

4.1.2 The Council may approve changes to the Management Plan if proposed by the Owners from time to time.

5. Employment and Skills

5.1 Prior to Commencement of the Development to submit to the Council an Employment and Skills Plan for approval by the Council (a template is appended at Schedule 4 in order to provide a guide for the plan's completion).

5.2 Following approval of the Employment and Skills Plan by the Council to implement the approved plan and promote its objectives and ensure that so far as is reasonably practicable the objectives are met.

6. Affordable Housing

The Owners covenant with the Council as follows:

6.1 To grant to the Council the right to nominate Eligible Persons to take the tenancies of the Havant Units (8No. 2 bedroom apartments) to be constructed as part of the Development.

6.2 To provide the Havant Units in the location as shown identified as units 20-27 on Plan 1 and with the layout as agreed by the Council and shown on Plan 2

6.3 To ensure the Havant Units are integrated and compatible with the design of the remaining Dwellinghouses.

6.4 Not to Occupy or cause or permit Occupation of more than 50% of the Dwellinghouses until 50% of the Havant Units have been constructed and made available for Occupation by Eligible Persons.

6.5 Not to Occupy or cause or permit Occupation of more than 75% of the Dwellinghouses until all of the Havant Units have been constructed and made available for Occupation by Eligible Persons.

6.6 Not to permit the Occupation of the Havant Units by any person other than an Eligible Person nominated by or through Havant Borough Council's Head of Housing (or equivalent post holder).

7. Traffic Regulation Order

7.1 The Owner covenants to pay or cause to be paid to the Council at the written request of the Council at any time during the period beginning from the Commencement of Development and ending 3 years from practical completion of the Development the TRO Contribution

Schedule 2

Plan 1

KEY

- **ROOT PROTECTION ZONES**
- **NEW TREES** INDICATIVE LOCATION OF PROPOSED LARGE OR SEMI -MATURE SPECIMEN TREES - MOSTLY NATIVE SPECIES
- **EXISTING TREES** MOSTLY LOCATED ON THE PERIMETER AND TO BE RETAINED. A NUMBER OF BIRD NEST BOXES TO BE LOCATED IN SELECTED TREES
- **PEDESTRIAN ROUTE** PRINCIPLE PEDESTRIAN AND CYCLE ROUTE ENABLING CONTINUED PUBLIC ACCESS THROUGH THE SITE
- **DISTANCES** PRINCIPLE DISTANCES TO BOUNDARY OR NEIGHBOURING DWELLINGS
- **BAT BOXES** SUGGESTED LOCATION OF A NUMBER OF BAT BOXES TO BE INTEGRATED INTO THE GABLE WALLS OF HOUSES
- **KEY ECOLOGY ZONES** AREAS WHERE REPTILES WERE DETECTED AND NEED TO BE PROTECTED
- **SHRUB BED** MIXED PALETTE AS SCHEDULED
- **SPRING BULBS**
- **GRASSED MOUNDS** FORMING PART OF NATURAL PLAY AREA
- **PRIVATE GREEN AREAS** PRIVATE GARDEN AREAS/ SEMI PRIVATE AREAS
- **PUBLIC GREEN/OPEN SPACE** HERB RICH GRASS LAWN INCLUDING WILDFLOWERS
- **PEDESTRIAN AREAS** PAVEMENTS AND SEMI PRIVATE FOOTPATHS. ASSUME BLOCK PAVING AND LARGER FORMAT SLABS IN CONTRASTING COLOURS DEPENDING ON AREAS
- **ROAD** ASSUME A MIXTURE OF TARMAC AND BLOCK PAVING IN CONTRASTING COLOURS TO DELINIATE DIFFERENT AREAS ON SITE PERMEABLE SURFACES
- **CAR PARKING** PARKING BAYS AND DROP OFF ZONE VP- VISITOR PARKING
- **TIMBER BOLLARDS** FITTED FOR VERGE PROTECTION
- **EXISTING HEDGE**
- **DOG WASTE BIN LOCATION**
- **BIN STORAGE AREA**
- **GARDEN SHED** SHEDS PROVIDED FOR THE STORAGE OF CYCLES AND OTHER GENERAL STORAGE
- **NATIVE WOODLAND SCREEN** MIXED PLANTING IN NATURAL FORM
- **SITE BOUNDARY**

ACCOMMODATION SCHEDULE

HOUSE TYPE 1 - 3 BEDROOM, 5 PERSON HOUSE
UNITS: 10-19

HOUSE TYPE 2 - 3 BEDROOM, 6 PERSON HOUSE
UNITS: 2-9, 28-33

HOUSE TYPE 3 - 4 BEDROOM, 7 PERSON HOUSE
UNITS: 34-38

HOUSE TYPE 4 - 3 BEDROOM, 5 PERSON HOUSE
UNIT: 1

FLATS - 2 BEDROOM, 4 PERSON FLAT
UNITS: 20 - 27

[redacted] 13229

[redacted]

LEGAL REGISTRY No. 0515

KINGSCLERE AVENUE, LEIGH PARK

P1 - 16.04.14 - DRAWING ISSUED FOR PLANNING APPROVAL - JAC

P2 - 25.02.16 - SITE BOUNDARY REVISED TO INCLUDE LAND TO THE NORTH WEST AND TO THE SOUTH EAST CORNER - JAC

P3 - 16.04.16 - DRAWING ISSUED FOR FINAL DRAFT ISSUE FOR COMMENT - JAC

N

PRELIMINARY ISSUE

POPE PRIESTLEY ARCHITECTS
ARCHITECTURE | TOWN PLANNING | URBAN DESIGN

PROPOSED HOUSING DEVELOPMENT
KINGSCLERE AVENUE
LEIGH PARK
HAVANT

SITE LAYOUT

SCALE	DATE	DRAWN	CHKD	DRAWING NO	ISSUE
1:400	16.02.16	HG	SW	PP1308-101-01	P2

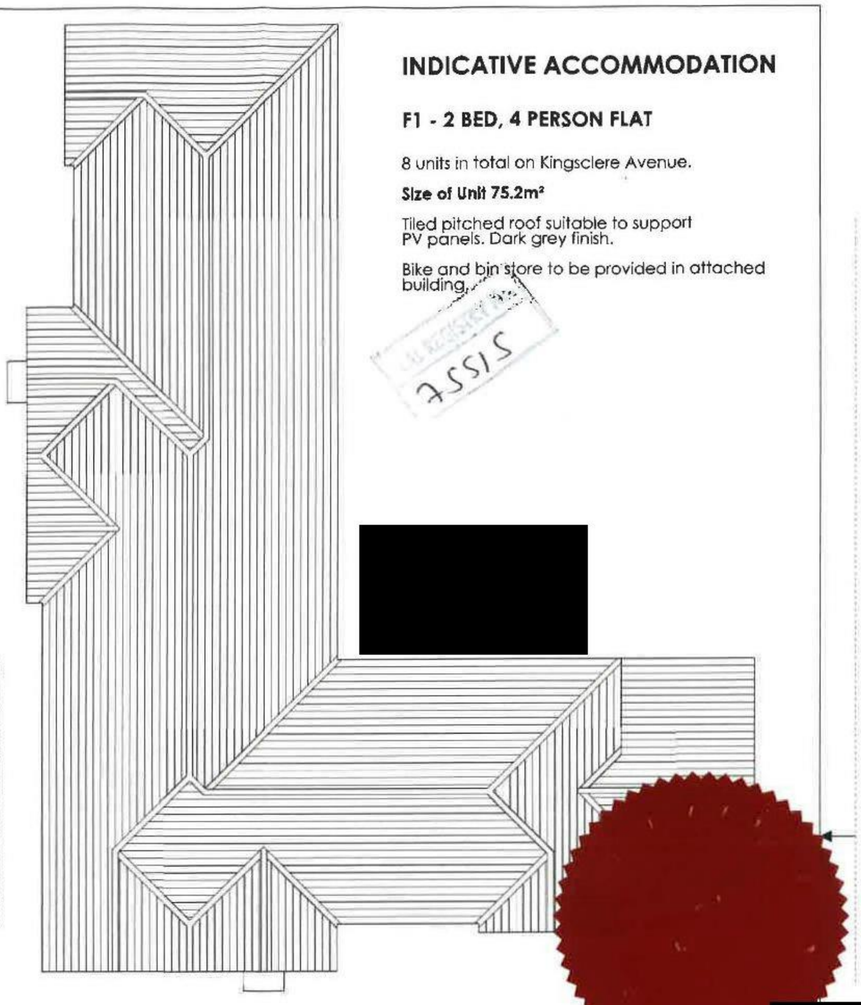
A1

Schedule 3

Plan 2

FLATS - GROUND FLOOR

FLATS - FIRST FLOOR



FLATS - ROOF

INDICATIVE ACCOMMODATION

F1 - 2 BED, 4 PERSON FLAT

8 units in total on Kingsclere Avenue.

Size of Unit 75.2m²

Tiled pitched roof suitable to support PV panels. Dark grey finish.

Bike and bin store to be provided in attached building.

[redacted]

FLATS - FRONT ELEVATION

PRECEDENT IMAGES

ORANGE RED BRICKWORK

WINDOWS & DOORS DARK GREY FRAMES

WALL CLADDING DARK TIMBER PANELING

ROOF FINISH GREY TILES

MATERIAL SCHEDULE

KINGSCLERE AVENUE, HAVANT - FLATS

PLANNING ISSUE

POPE PRIESTLEY ARCHITECTS

ARCHITECTURE | TOWN PLANNING | URBAN DESIGN

PROPOSED HOUSING DEVELOPMENT
KINGSCLERE AVENUE
LEIGH PARK
HAVANT

FLATS
FLOOR PLANS & PRECEDENT IMAGES

PP1308/114-01 P1

Schedule 4

Havant Borough Council

Employment and Skills Plan

Site	
Developer	
Main Contractor	
Author	
Reference	
Estimated build value:	
NSAfC-CBA Benchmark	Residential
Planned start date:	
Planned Completion date	

Contents

Section 1	Introduction and Development details
Section 2	Delivery – Construction Phase Method Statement
Section 3	Contact Details
Appendix A	Summary of ESP areas and evidence requirements
Appendix B	ESP Monthly Targets

1. Introduction and development details

Delivery – Construction Phase Method Statement

KPI 1: Work placements (In Education)

The target describes work experience attendance on NSAfC Projects for students from schools, colleges and Universities (14 years plus) who undertake a work-experience placement for a minimum of 5 working (consecutive or non-consecutive) days. This can also include Government Traineeships. This KPI is aimed at providing students with the opportunity to carry out tasks agreed by the education provider and the employer enabling the learner to gain a meaningful insight into the construction sector.

KPI Measure: *1 completed student work placement represents 1 outcome*

Evidence: *1. Written confirmation from the learning provider or employer of the student participation in the activity, and; 2. Learner evaluation form*

Supervision:	*NSAfC Benchmark:*	*Agreed Target:*
Activity:	*How many:*	
	When:	

KPI 2: Work placements (not in education)

The work experience placements are to support (i) young people Not in Employment, Education or Training (NEET) (ii) long term unemployed, to gain experience in the construction industry.

Key issues: coordination with site team, risk assessment and method statement, insurance, site safety induction, child protection, parental consent and supervision

Supervision: Community Manager and Site Team	*NSAfC Benchmark:*	*Agreed Target:*
Activity:	*How many:*	
	When:	
Activity:	*How Many:*	
	When:	

KPI 3: Jobs Created by NSAfC Projects (new entrants)

This target describes the creation of new and sustainable job opportunities for new

entrants into the sector. And as a result of the project are required on the project site by the main contractor or subcontractor.

Supervision: Community Manager and Site Team	*NSAfC Benchmark:*	*Agreed Target:*
Apprentices:	*How many:*	
	When:	
Activity:	*When:*	
Unemployed Persons:	*How many:*	
	When: *March*	
Graduate:	*How many: 0*	
	When:	
Graduate: .	*How Many: 0*	
	When:	

2.4 Construction Careers IAG Events

This includes carrying out workshops within educational establishments or on site with students from schools or colleges enabling the student to understand the practical applications of their studies.

Key issues: preparation of engaging material and delivery of workshops

Supervision: Community Manager and Site Team	*NSAfC Benchmark:*	*Agreed Target:*
Activity:	*How many:*	
	When:	
Activity:	*How Many:*	
	When:	

2.5 Training Weeks on Site – project workforce

Key issues: progression

Supervision:	*NSAfC Benchmark: individuals:*	*Agreed Target:*
Apprentices:	*How many:*	
	When:	
Existing Workforce:	*How many:*	
	When:	

2.6 Qualifying the Workforce

Supervision: Community Manager and Site Team	*NSAfC Benchmark:*	*Agreed Target:*
Qualifications Gained:	*How many:*	
	When:	
Industry Certification gained:	*How Many:*	
	When:	

2.7 Training Plans – Project Workforce

This describes each creation of a Company Training Plan. Assistance with compiling a Company Training Plan can be given by ConstructionSkills

Supervision: Community Manager and Site Team	*NSAfC Benchmark:*	*Agreed Target:*
Activity:	*How many:*	
	When:	
Activity: Activity:	*When:*	

2.8 Case Study

Supervision: Community Manager and Site Team	*NSAfC Benchmark:*	*Agreed Target:*
This target consists of completing and submitting a promotional case study which describes either an example of best practice or a significant achievement on the NSAfC project. Case studies counted against this measure must be compliant with the National Skills Academy for Construction case study guidelines.	*How many:*	
	When:	

3. Contact details

Please list below the telephone, email and address details for the Developer's project team and main contractor.

Appendix A Summary of the employment and skills areas and evidence requirements

KPI 1:	**Work Placements (In Education)**
Key Industry Priority:	**Image & Recruitment**
This target describes work experience attendance on NSAfC Projects, for students from schools, colleges and Universities (14 years plus) who undertake a work-experience placement for a minimum of 5 working (consecutive or non-consecutive) days. This can also include Government Traineeships. This KPI is aimed at providing students with the opportunity to carry out tasks agreed by the education provider and the employer enabling the learner to gain a meaningful insight into the construction sector	

KPI 2:	**Work Placements (Not in Education)**
Key Industry Priority:	**Image & Recruitment**
This target describes work experience attendance on NSAfC Projects for persons who are not enrolled in a course of education/study and who undertake a work-experience/pre-employment placement for a minimum of 5 working (consecutive or non-consecutive) days. This can include individuals from organisations such as Princes Trust, Probation Service, Job Centre Plus, Women into Construction, Armed Forces re-settlement programmes or local community organisations. It may also be appropriate for individuals seeking a career change. This KPI is aimed at providing persons with the opportunity to carry out tasks agreed by their supporting organisation (where applicable) and the employer enabling the individual to gain a meaningful insight into the construction sector	

KPI 3:	**Jobs created by NSAfC projects (new entrants)**
Key Industry Priority:	**Image & Recruitment**
This target describes the creation of new and sustainable job opportunities for new entrants into the sector. And as a result of the project are required on the project site (s) by the main contractor or subcontractor. This target relates to (SPONSA reporting lines) • Persons who are employed as Apprentices • Persons previously unemployed • Graduates	

KPI 4:	**Construction Careers Information, Advice and Guidance (CCIAG) Events**
Key Industry Priority:	**Image & Recruitment**
This target consists of the organisation and delivery of events focused on improving the image of the sector. Events are aimed at increasing awareness of the opportunities available within the industry, what it is like to work in Construction and how to get into the sector. To be counted, the activity must be formally structured, agreed by the project and the participating organisation, and recorded on the CCIAG form. The key target groups for delivery of this outcome are: • Entrants 14-19: (e.g. NEETs, school students, school leavers, college students)	

- Under graduates
- Influencers (e.g. school / university / adult influencers ,careers advisers, careers school staff, other providers, community groups)

KPI 5:	Waged Training Weeks on site
Key Industry Priority:	Training & Development

This target relates to and counts the number of weeks of formalised training being undertaken by the site labour force working on a NSAFC Project. This will involve training following a recognised syllabus of study which has been accredited/certificated by either an awarding body for that qualification or by the recognised issuing organisation.
One training week = 5 working days. Days can be cumulative for any individual (i.e. if an individual undertook a 3 day course (certificated) a 4 day training course (certificated) and a qualification which is made up of 3 days of training the contractor could claim 2 training weeks). This target can include apprenticeship programmes counted in training weeks.

This target relates to all employees (SPONSA reporting lines)

- New entrants who are undertaking apprenticeship frameworks
- Existing workforce undertaking upskilling qualifications

KPI 6:	Qualifying the Workforce
Key Industry Priority:	Training & Development

6a) This target relates to persons gaining a nationally recognised qualification equivalent to Level 2 or above. Achievements can include vocational awards/ diplomas, apprenticeship completions, professional qualifications, leadership and management courses including I.L.M, health and safety, (including IOSH, NEBOSH, SMSTS & SSSTS).
Outcomes must be accredited by a nationally recognised professional institution or awarding body.

6b) This target relates to persons gaining industry certification. Achievements can include short duration courses; project specific learning e.g. products, installation, technologies, or may relate to occupational competence, licence to practice or sector specific training e.g. the environment, sustainability, health and safety
Outcomes must be accredited by public education establishments, employers or other training providers and may be held externally or in-house and must be a minimum duration of 3 hours

For the client based approach KPI6 relates to those who are working as part of the NSAfC project workforce; this includes main contractor employees and subcontractors.

For the funded approach KPI6 relates to those who are working as part of the supply chain workforce.

KPI 7:	Training Plans
Key Industry Priority:	Training & Development

This target relates to the annual company plan which details the organisational structured approach to training and developing the workforce. The plan must show the start and end date so that it demonstrates that this is a plan rather than a matrix. This target can included new plans and plans to be renewed

For the client based approach KPI7 relates to those who are working as part of the NSAfC project workforce; this includes main contractor employees and subcontractors.

For the funded approach KPI7 relates to those who are working as part of the supply chain workforce.

KPI 8:	Case Studies Approved
Key Industry Priority:	Strategic Leadership

This target consists of completing and submitting a promotional case study which describes either an example of best practice or a significant achievement on the NSAfC project. Case studies counted against this measure must be compliant with the National Skills Academy for Construction case study guidelines.

The completed case study must be approved by a representative of CITB and the client/contractor's internal Communications team and are available for inclusion on the National Skills Academy for Construction website and for additional promotional purposes.