

DATED

18th June

2013

HAMPSHIRE COUNTY COUNCIL

(1)

and

THE COUNCIL OF THE BOROUGH OF HAVANT

(2)

DEED

Pursuant to (inter alia)
Section 106 of the Town and Country Planning Act 1990
Relating to land at Barncroft Infant School, Barncroft Way,
Havant in Hampshire

Mrs J Barden-Hernandez
Solicitor to the Council
Havant Borough Council
Civic Offices
Civic Centre Road
Havant, Hampshire
PO9 2AX

Ref:LS/Plan agr/Havant/5220

THIS DEED is made the
BETWEEN

18th June

2013

- (1) HAMPSHIRE COUNTY COUNCIL of The Castle, Winchester, Hampshire SO23 9DS ("the Owner" and "the County Council")
- (2) THE COUNCIL OF THE BOROUGH OF HAVANT OF Civic Offices Civic Centre Road Havant Hampshire PO9 2AX ("the Council") and

WHEREAS:

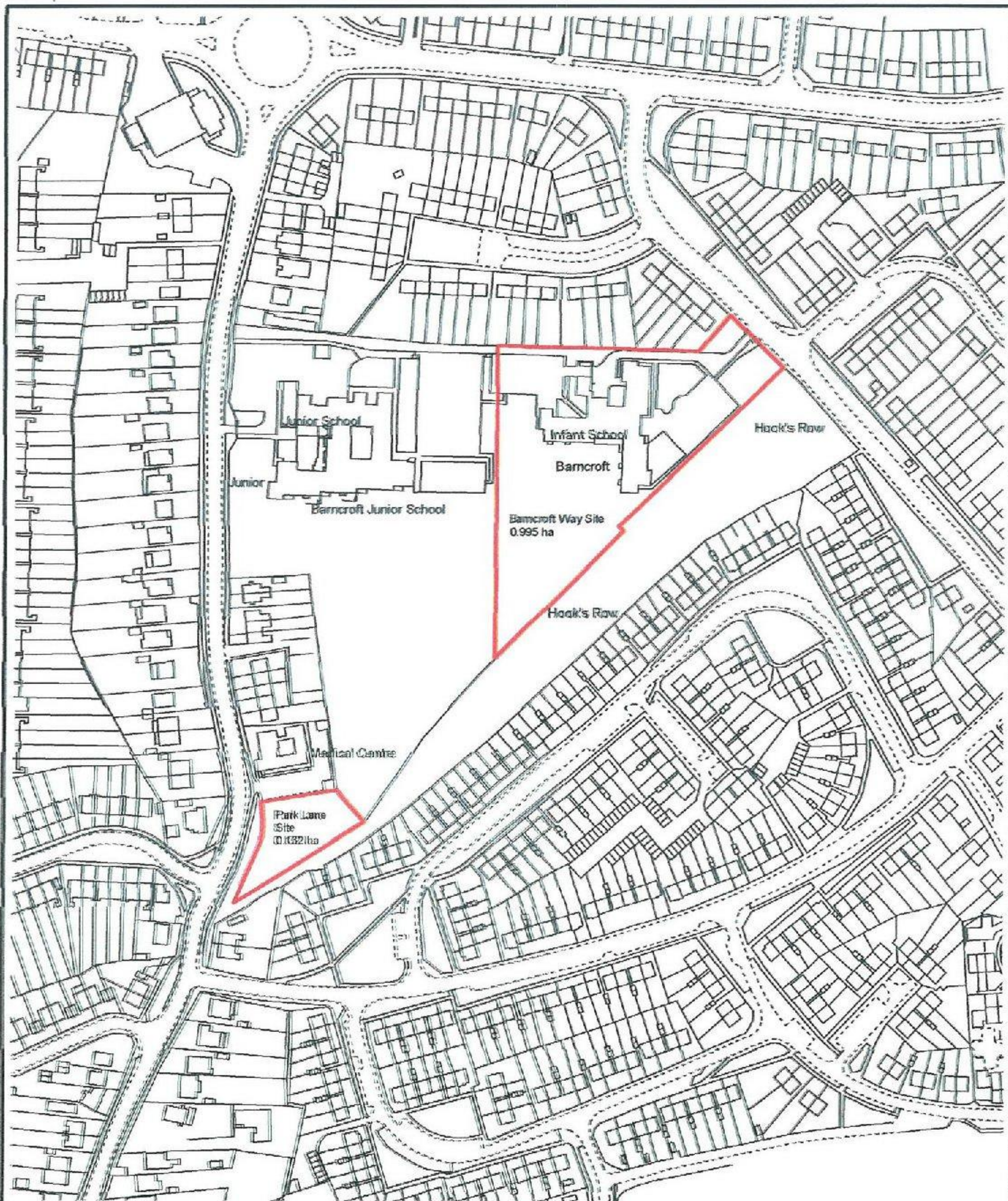
- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 for the area within which the Land is situate
- (2) The Owner is the freehold owner of the Land and a certificate from the Solicitor to the Owner has been produced to the Council that the Owner is immediately entitled to possession no other person having an interest therein at law or in equity.
- (3) The Council is the local planning authority for the purposes of section 106 of the Act and a local housing authority for the purposes of the Housing Act 1985 and 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 County Council is a local planning authority for the purposes of section 106 of the Act, the local education authority for Hampshire, the highway authority for Hampshire (save for trunk roads and special roads), the transport authority for Hampshire for the purposes of the Transport Acts of 1985 and 2000
- (5) The County Council has appointed the Council its agent for highways under an agency agreement made under Section 9 of the Highways Act 1980
- (6) The Owner has submitted the Application for the Development to the Council and the Council being desirous of improving the area and general locality of the Land and wishing to restrict and regulate the development and use of the Land is minded to grant planning permission pursuant to the Application in a form containing the conditions set out in the draft permission annexed hereto

NOW THIS DEED WITNESSETH as follows:

1. Statutory Powers

This Deed is made pursuant to:

- 1.1 Section 106 of the Town and Country Planning Act 1990



**BARNCROFT INFANT SCHOOL
AND PARK LANE
LEIGH PARK
HAVANT**



Hampshire
County Council

PLAN No.
A / 13 / 687 / B
FILE REF.
13 / E / 42
DATE
November 2011
SCALE
1:2500
OS No.
SU 7007 SE

This map is reproduced from
Ordnance Survey material with the
permission of Ordnance Survey on
behalf of the Controller of
Her Majesty's Stationery Office
© Crown copyright.
Unauthorised reproduction infringes
Crown copyright and may lead to
prosecution or civil proceedings.
Hampshire County Council
100019180 2011



PROPERTY SERVICES

- 1.2 Section 111 of the Local Government Act 1972 to the intent that (save as provided by Clause 20.10) it shall bind the Owner and its successors in title to each and every part of the Land and its assigns

2. Interpretation

- 2.1 Reference in this Agreement to a Clause Schedule or Recital shall mean a Clause Schedule or Recital to this Agreement
- 2.2 Headings in this Agreement are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Agreement
- 2.3 In this Agreement where the context so admits:
- 2.3.1 words importing one gender shall include all other genders
- 2.3.2 words importing the singular shall include the plural and vice versa
- 2.4 Reference to a statute includes any amendment, modification, extension, consolidation or re-enactment of it and any statutory instrument, regulation or order made under it which is for the time being in force

3. Planning Obligations

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

4. Covenants Binding on Commencement

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

5. Definitions

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

"The Act"	Means the Town and Country Planning Act 1990 as amended
-----------	---

"Affordable Housing"	Means housing which is rented or sold (including an equity share in whole or part) below market levels by means of public or private subsidies such that it can be afforded by those Eligible Persons whose incomes are insufficient for them to afford adequate housing locally on the open
----------------------	--

market

"Affordable Housing Funding"

means one or more of the following funding sources:

a) any funding from the Homes and Communities Agency of finance to subsidise the cost of providing Affordable Housing Units on the Land provided by the Homes and Communities Agency or any such other funding initiatives

b) approval or such other indication from the Homes and Communities Agency that the Land (or part thereof) will be accepted as a reserve and/or strategic site and funding will be made available

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

"Affordable Housing Land"

Means that part of the Land upon which the Affordable Housing Units are to be provided; such land to be identified by approval of matters reserved by the grant of Outline Planning Permission or any subsequent grant of planning permission for the Development or for such other development on the Land as is not materially different from the Development (the determination of materiality being solely at the discretion of the Council)

"Affordable Housing Units"

means a minimum of 30% of the total residential units on the development), the precise number, layout, form and tenure of dwellings to be identified as part of a reserved matters application pursuant to the Outline Planning Permission, subject to a

minimum of 50% of the affordable housing units being let at an Affordable Rent and subject to the provisions of clause 20.6

"Affordable Rent"

means the letting of the Affordable Housing Units to an Eligible Person at a rent level of up to 80% of the local market rents (inclusive of service charge) and such Units shall have a minimum tenancy term of five years and in accordance with the guidance issued by the Homes and Communities Agency in 2011 (or, in the event of its discontinuance, any replacement or updated guidance issued by the Homes and Communities Agency)

"Affordable Rented Accommodation"

means in relation to the Affordable Housing Units housing for rent available to persons who cannot afford to rent or buy houses generally available on the open market with the rent being at an Affordable Rent

"Alternative Affordable Housing Provider"

means any organisation or body operating as a private landlord who is not an Registered Provider but who has entered into a management contract with an Registered Provider for the management of the Affordable Housing Units to ensure the Affordable Rented Accommodation are retained for future Eligible Persons and to ensure the recycling of any grant

"the Application"

means the application submitted to the Council by the Developer given reference number APP/11/01082 for the Development

"Commence Development"

means the carrying out of a material operation as defined by section 56(4) of the Act save that for the purposes of this

	Undertaking and no other the following operations shall not be deemed to be a material operation namely: archaeological investigation demolition site clearance site preparation diversion and laying of services the erection of fences and hoardings and construction of access or service roads and the expressions "Commence" "Commencement" and "Commenced" shall be construed accordingly
"the Development"	Means development authorised by the Outline Planning Permission consisting of residential development for 34No. dwellings with access from Barncroft Way, and 4No. dwellings with access from Park Lane, and with all other matters reserved
"Eligible Person"	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 Persons" shall be construed accordingly
"Framework Travel Plan"	means an outline travel plan prepared by the Owner in accordance with the County Council's guidance "A Guide to Development Related Travel Plans" dated January 2009 (or amendment replacement or variation thereof) and appended to this Deed
"Highways Agreement"	a section 278 agreement to secure off-site highway improvement works to assist pedestrians crossing Barncroft Way,

substantially in the form set out in the Transport Statement submitted with the planning application with such amendments as to the location of the said works may be agreed between the parties thereto

"the Highway Contribution"

Means the sum of money in accordance with the following formula:- (£1980 x number of 1 bedroom Residential Units) + (£3745 x number of 2 and 3 bedroom Residential Units) + (£5457 x number of 4 bedroom Residential Units) provided within the Development (the number and size of Residential Units to be identified as part of a reserved matters approval pursuant to the Outline Planning Permission), (being applied at such time and in such manner as the Council as agent for the County Council shall in its absolute discretion determine) to the costs to be incurred by the Council or the County Council in the provision, improvement and maintenance of Havant Borough Council's sustainable transport list

"Homebuy Agent"

means the body nominated by the Homes and Communities Agency to be responsible for low cost home ownership nominations within the administrative area of the Council or in the event that nobody has been nominated such other body or organisation as the Council shall first approve in writing

"Homes and Communities Agency"

means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the Council's administrative area by any Registered Provider or if such body ceases to exist or is superseded the equivalent body

"Indexed"	Means in respect of the Hampshire County Council Transport Contribution such sum to be index linked in accordance with the All Items Index of Retail Prices (RPI) published by the Office of National Statistics or any replacement thereof from the date of the Planning Permission until the date of payment and 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
"Intermediate Housing Units"	means Affordable Housing at prices and rents above those of Social Rent but below market price or rents which specifically includes Shared Equity Homes and Shared Ownership Homes and Intermediate Homes for Rent
"the Land"	Means the Land which is unregistered land free from encumbrances located at Barncroft Infant School, Barncroft Way, Havant, PO9 3AG shown for identification purposes only edged red on the Plan
"Low Cost Home Ownership"	means homebuy products as defined by the Homes and Communities Agency including Shared Ownership, and "Low Cost Home Ownership Units" shall be defined accordingly
"Obligations" and "OBLIGATIONS"	means those planning obligations (being restrictions requirements covenants agreements obligations or any of the foregoing) enforceable at law and in particular (but without prejudice to the availability to any enforcing authority of any

	power which may be available to it for the purposes of the enforcement of this Deed) under the authority of the statutory provision referred to in this Deed
"Occupation" and "Occupied"	shall mean occupation for the purposes permitted by the Outline Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations
"Open Market Housing Units"	means the residential units available for sale or rent on the open market but excluding the Affordable Housing Units
"Open Space"	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 landscaped areas, amenity spaces and any flood attenuation areas and which is to be used for public recreation by the occupiers of the Residential Units (as hereinafter defined) and by the public at large
"Open Space Works Specification"	means a specification for the carrying out of Open Space works and the maintenance thereof
"the Outline Planning Permission"	means the grant of outline planning permission made in response to the Application including where appropriate any grant of approval in respect of matters reserved by the said grant of planning permission or any subsequent grant of planning permission for the Development or

for such other development on the Land as is not materially different from the Development (the determination of materiality being solely at the discretion of the Council) in the form annexed hereto

"the Owner"

means the owner and in the case of two or more owners each or all of them as owners of any or all parts of the Land and as parties to this Deed of Agreement acting and being obliged by this Agreement jointly and severally who is (or are) described in recital 2 of this Agreement being a person or persons identified in accordance with Section 106 (9)(c) of the Act

"Plan"

Means the plan reference A/13/687/B annexed hereto

"Planning Permission"

means the grant of a reserved matters planning permission pursuant to the Outline Planning Permission for the Development

"the Playing Space Contribution"

Means the sum of money in accordance with the following formula:- £543.50 x number of Residential Bedrooms provided within the Development (the number of Residential Bedrooms to be identified as part of a reserved matters approval pursuant to the Outline Planning Permission), the sum 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 playing space to meet the needs of residents of new housing developments

"Registered Provider"	means a Registered Provider as defined in Part I of the Housing Act 1996 registered by the Homes and Communities Agency or any successor body pursuant to Section 3 of that Act and not removed from the register pursuant to Section 4 of that Act and has been notified in writing to the Council
"Residential Bedrooms"	means those bedrooms identified within the Residential Units; such Units to be identified by any subsequent grant of Planning Permission for the Development or for such other development on the Land as is not materially different from the Development (the determination of materiality being solely at the discretion of the Council)
"Residential Units"	means residential dwellings whether individually or in groups and whether divided vertically or horizontally
"Shared Ownership"	means affordable housing leased to a lessee who purchases a percentage of the equity of the Intermediate Housing Unit and pays a rent in relation to the share of the equity retained by the Registered Provider/Alternative Affordable Housing Provider
"Social Rent"	means the rent which shall be at a level equivalent to Homes and Communities Agency's target rents applicable at the time of the transfer of the Affordable Housing Units to a Registered Provider
"Solicitor"	means the solicitor giving the certificate at clause 25 of this Deed

"Staircasing Receipts"

means monies received by a Registered Provider or an Alternative Affordable Housing Provider arising from the sale (net of reasonable evidenced sale costs) of any further share of the equity or ownership of a Shared Ownership Unit following the first acquisition by that occupier of an interest in that Affordable Housing Unit provided that such a receipt shall be excluded from this definition to the extent to which the Registered Provider or Alternative Affordable Housing Provider is required to pay that receipt to the Homes and Communities Agency or any other person or body pursuant to an arrangement for grant funding in relation to the provision of Affordable Housing Units on the Land

"the Full Travel Plan"

means the full travel plan to be prepared by the Owner in accordance with the County Council's guidance "A Guide to Development Related Travel Plans dated January 2009 (or amendment replacement or variation thereof) and the Framework Travel Plan appended to this Deed and secured the written approval of the County Council to the full travel plan

- 6 With the intention and so as permanently to bind the Land and all parts thereof so far as lawfully may be effected and into whomsoever hands the same may come and so that the Obligations hereby created shall be enforceable both against the Owner and their respective successors the Owner HEREBY SEVERALLY COVENANTS AND UNDERTAKES AS A PLANNING OBLIGATION TO COMPLY FULLY WITH THE OBLIGATIONS.
7. This instrument or document hereby expresses itself as executed as a Deed.
8. The Owner has produced at clause 25 a certificate of title with the intention that the Council may and shall rely upon the truth of the matters therein certified namely that the Owner is immediately entitled to possession and

occupation of a freehold estate in the Land no other person having an interest therein at law or (to the best of the Owner's knowledge and belief) in equity

9. This Deed is made pursuant to Section 106 of the Act with the intent that it shall bind the Owner's interest in the Land and be enforceable against them and the persons deriving title under them and shall be a planning obligation for the purposes of the Act.
10. This Deed shall have effect indefinitely from the time the Permission is granted save as provided for in Clause 16 below.
11. In the event of any difference between the description of the Development in this Deed and the terms of the grant of permission issued by the Council in response to the Application the text of the grant of planning permission only shall be deemed to express the permission granted by the Council in response to the Application.
12. The obtaining consequent upon the provisions of this Deed of expressions of acceptance or satisfaction on the part of the Council with things done in discharge of Obligations or determinations of materiality for the purposes of this Deed shall be ineffective and not relied upon by any person unless in writing by the Council's Executive Head for Planning and the Built Environment for the time being or such other officer who may be identified in writing by the Council for this purpose.
13. In the event that any provision of this Deed is held to be invalid or unenforceable the remaining provisions of this Deed shall remain in full force and effect.
14. Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission granted by the Council or by the First Secretary of State on appeal or reference to him after the date of this Deed
15. No person or company shall be liable for any breach of this Deed unless he or it holds an interest in the part of the Land in respect of which such breach occurs or held such an interest at the date of the breach and for the avoidance of doubt this Deed shall not be binding upon a person once they have disposed of their interest in the Land
16. If the Outline Planning Permission expires within the meaning of section 91 of the 1990 Act or is revoked or otherwise withdrawn or modified by any statutory

procedure without the consent of the Owners or its successors in title this Deed shall cease to have effect

Owners Obligations

17.1 The Owner hereby warrants that it is the owner of the freehold of the Land and that no other party has an interest in the Land

17.2 The Owner hereby covenants with the Council to procure that upon first Registration of the unregistered land the subject of the Deed that this Deed is noted within the Charges Register of the title numbers allocated by the Land Registry to the said land and to provide written evidence of such registration to the Solicitor to the Council within one month of such registration

18. The Playing Space Contribution

18.1 The Owner covenants with the Council not to Commence or introduce or cause permit or suffer to be Commenced the Development permitted by the Planning Permission at any time before the Owner shall have paid to the Council or caused to be paid to the Council the Playing Space Contribution

19. The Highway Contribution

19.1 The Owner covenants with the Council not to Commence or introduce or cause permit or suffer to be Commencement of the Development permitted by the Planning Permission at any time before the Owner shall have paid to the Council or caused to be paid to the Council as agent for the County Council a sum equivalent to 50% of the Highway Contribution (Indexed)

19.2 The Owner covenants with the Council not to Occupy or introduce or cause permit or suffer to be Occupied any part of the Development permitted by the Planning Permission at any time before the Owner shall have paid to the Council or caused to be paid to the Council as agent for the County Council a sum equivalent to 50% of the Highway Contribution (Indexed)

20 Affordable Housing

- 20.1 Subject to clause 20.6 the Owner covenants with the Council as follows:
- 20.2 That no less than thirty per cent (30%) of the total number of Residential Units to be provided on the Land shall be Affordable Housing Units;
- 20.3 All Affordable Housing Units on the Land shall be integrated and compatible with the design of the Open Market Units
- 20.4 That no more than 50% of Residential Units shall be constructed prior to provision of the Affordable Housing Units and thereafter the remaining Affordable Housing Units shall be constructed contemporaneously with any adjoining Open Market Housing Units to provide a mixed development. All Affordable Housing Units on the Land shall be integrated and compatible with the design of the Open Market Housing Units.
- 20.5 That the Affordable Housing Units shall 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.
- 20.6 Where Affordable Housing Funding has not been secured despite the use of reasonable endeavours so to do the Owner shall notify the Council in writing that it has not been successful in securing Affordable Housing Funding. The Council will then (where it is reasonably satisfied that the Owner has complied with the obligations to use reasonable endeavours in all material aspects) issue a written notice to the Owner confirming that in accordance with this Clause 20 it authorises the Owner to adjust the proportion of Affordable Housing Units to a figure to be agreed with the Council subject to:
- (a) the level of any Affordable Housing Funding available
 - (b) the Homes and Communities Agency's "Economic Assessment Tool" or any such other economic assessment tool submitted by the Owner and agreed by the Council to evaluate the portion of Affordable Rented Housing Units to be provided with the level of Affordable Housing Funding available and
 - (c) the results of any financial viability assessment carried out by the Owner
- 20.7 No Open Market Housing Units within the Development shall be Occupied until either:

- (a) the Owner has entered into a binding contract or an agreement for lease with a Registered Provider or an Alternative Affordable Housing Provider for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Units to include the construction of the Affordable Housing Units (and has informed the Council to whom the Affordable Housing Units have been transferred) or
- (b) the Affordable Housing Units have been transferred fully provided with services to a Registered Provider or an Alternative Affordable Housing Provider and written evidence of compliance in respect of the above has been supplied to the Council to its satisfaction

20.8 The transfer to the Registered Provider or Alternative Affordable Housing Provider of the Affordable Housing Land shall contain a covenant not to use the Affordable Housing Units otherwise than in accordance with the provision of this Deed.

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

20.10 The Owner for itself and its successors in title covenants as follows:

- (a) not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing;
- (b) not to dispose of any of the Affordable Housing Units other than by way of sale for Shared Ownership and Low Cost Home Ownership Units and Affordable Rent to the intent that all Affordable Rented Housing Units shall be used for the purpose of providing Affordable Housing to Eligible Persons;
- (c) to require the Registered Provider or the Alternative Affordable Housing Provider (or both of them, as appropriate) to enter into an agreement with the Council granting the Council the right to nominate 100 per cent of the Occupiers of the Affordable Rented Units when initially let and all subsequent true voids
- (d) to manage all Staircasing Receipts of Affordable Housing Units which are grant funded in accordance with Housing Corporation or Homes and Communities Agency regulations; and

- (e) to provide the Council with details of Staircasing Receipts from non-grant funded Affordable Housing Units and in co-operation with the Council to reach agreement to invest 50% of the Staircasing Receipts in the provision of new build Affordable Housing or to invest in measures to enhance the provision of Affordable Housing within the administrative area of the Council including facilitating the acquisition of market housing or the conversion or refurbishment of existing housing to bring such housing back into beneficial use to enable it to be occupied by Eligible Persons provided that the use of Staircasing Receipts is limited to provision within the administrative area of the Council for a period of 6 months after receipt by the Owner thereafter for a period of 1 year within the administrative area of Hampshire and thereafter to any Affordable Housing provision within the United Kingdom.

20.11 The covenants set out in clause 20.10 shall not be binding or enforceable against any purchaser who purchases from the Registered Provider or Alternative Affordable Housing Provider the entire freehold to an Affordable Housing Unit or a long leasehold interest pursuant to an equity share arrangement nor shall such covenants be binding or enforceable against such a purchaser's successors in title

20.12 Where the Owner intends to provide management services for the Affordable Housing Units in association with a Registered Provider or an Alternative Affordable Housing Provider that provider shall only be used if the provider can demonstrate to the Council that they are approved and regulated for such activities by the Homes and Communities Agency or any successor body.

20.13 The Affordable Rented Accommodation shall only be occupied by Eligible Persons

20.14 In the event that the Open Market Units are transferred to a Registered Provider or to an Alternative Affordable Housing Provider, the Registered Provider or Alternative Affordable Housing Provider may, at its sole discretion, use the Open Market Units for the purpose of providing Affordable Housing to Eligible Persons.

20.15 For the avoidance of doubt, in the event of the Open Market Units being used for Affordable Housing in accordance with clause 20.14 above, the Affordable Housing restrictions contained in this clause 20 shall not apply to the Open Market Units so used.

20.17 In the event of any mortgagee of the Affordable Housing Units wishing to enforce its security by way of sale (whether as mortgagee or through a receiver) then, subject to the mortgagee having complied with the requirements contained in clauses 20.17.1 to 20.17.3, it may do so, after which the Affordable Housing Units (or the relevant part the mortgagee wishes to sell) may be used free from the covenants set out in this clause 20 ~~48~~ of the Schedule PROVIDED THAT the m~~A~~Mortgagee shall first follow the procedures set forth below:

20.17.1 The mortgagee shall serve a notice in writing on the Council ("the Offer Notice") stating that it wishes to exercise its statutory power of sale, and the price at which it intends to sell the Affordable Housing Units (or the relevant part) which shall be no greater than the open market value of the Affordable Housing Units (or the relevant part); and

20.17.2 The Council shall be permitted 30 days in which to accept the offer of sale set out in the Offer Notice or to nominate an alternative Registered Provider; and

20.17.3 If the sale pursuant to clause 20.17.2 has not been completed by the date 60 days after the date of the Offer Notice ("the Expiry Date") the mortgagee having been ready willing and able to complete then the mortgagee may sell the Affordable Housing Units (or the relevant part thereof) by private treaty or otherwise and the Affordable Housing Units (or the relevant part thereof) will no longer be bound by the covenants in this clause 20;

20.18 The Affordable Housing Units provided on the Land shall be monitored in order to ensure compliance with the obligations in this clause 20, and the Owner or its successors in title shall at such dates to be agreed by the parties make written returns to the Council detailing:

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

required by the Council.

20.19 None of the provisions in this clause 20 shall have effect in respect of the tenant or leaseholder of any individual Unit (or its mortgagee)

21 Open Space Management

21.1.1 The Owner covenants with the Council that prior to the expiry of six months from Commencement of Development it will supply to the Council for written approval the Owner's proposals:-

21.1.2 for the Open Space Works specification;

21.1.3 for the managing maintaining and cleansing of the Open Space for the written approval of the Council (such approval not to be unreasonably withheld); and

21.1.4 proposals for arrangements to secure the future access for the occupiers of the Residential Units and the public at large to the Open Space (including any flood attenuation areas) free of charge and at all times throughout the year

21.2 The Owner covenants with the Council that within six months (or other period agreed in writing between the Owner and the Council) of receiving the Council's approval referred to at 21.1.3 above the Owner will carry out the Open Space Works to the satisfaction of the Council (acting reasonably) and shall thereafter ensure that the occupiers of the Residential Units and the public at large have access to the Open Space free of charge and at all times throughout the year and that it the Owner shall at its own expense maintain the Open Space to the satisfaction of the Council (acting reasonably)

22. Framework and Full Travel Plans

22.1 The Owner covenants with the Council that:

- (a) it will not Occupy nor permit Occupation of the Land or any part thereof for any period longer than 1 month unless and until it has prepared the Full Travel Plan in accordance with the said Travel Plan

Guidance and has thereafter implemented and complied with the Full Travel Plan in accordance with its requirements and timetable;

- (b) Without prejudice to the Full Travel Plan, not to Occupy or permit Occupation of the Land unless and until it has appointed a travel plan co-ordinator for the whole of the Land to prepare and implement the Full Travel Plan;
- (c) That if it or its successors in title Occupy the Land or any part thereof it or they shall implement the Full Travel Plan relating to the Land or such part of the Land to be Occupied and shall use all reasonable endeavours to achieve the targets set out therein;
- (d) That it shall in relation to the Land include in any tenant's lease or occupier's licence of any part or parts of the Land a covenant that the tenant or occupier shall implement the Full Travel Plan in respect of such part or parts of the Land and further that it shall use all reasonable endeavours to enforce such obligations against any such tenant or occupier; and

23. Highway Agreement

- 23.1 The Owner covenants with the Council prior to Commencement of the Development to enter into the Highways Agreement with the County Council.
- 23.2 The Owner covenants with the Council to carry out the works relating to the Highways Agreement prior to Occupation of the Development or any part or, if agreed otherwise, by any other date agreed in writing with the Council.

24. Commencement

- 24.1 The Owner shall notify the Council in writing at least 14 days before Commencement of the Development

25. Certificate of Title.

As Solicitor for the Owner we hereby certify that on the date of this Deed what is set out in recital (2) to this Deed is true.

Signed:

Name:

Address:.....

.....

.....

26. Council Discretion

Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Town and Country Planning Act 1990 or under any other Act PROVIDED ALWAYS THAT this Deed shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may or have been at any time issued by the Council or any other appropriate person pursuant to the provisions of the said Act

27. Disputes

Any dispute or difference between the parties in connection with this Agreement (which shall include any matter hereunder which the Council has the discretion to agree or approve but does not do so) shall be referred to and determined by a single arbitrator to be appointed by agreement by the parties to the dispute or in default of agreement to be either an independent and duly qualified surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or a member of any other appropriate professional body as may be agreed between the parties and any person appointed shall act as arbitrator under the Arbitration Act 1996 Such arbitrator's decision (including without limitation as to the payment of costs of the arbitration) shall be final and binding upon the parties save in respect of any decision which is founded upon error in law or legal interpretation by such arbitrator

28. No Waiver

No waiver (whether expressed or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing at any time any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner

29. Costs

The Owner hereby agrees to pay the Council's reasonable legal and other costs in connection with the preparation and stamping of this Deed such costs to be paid on completion of this Deed

30. Successors

The expression "the Owner" shall include its respective successors in title and assigns.

31. Council Successors

The expression "the Council" shall include successors to its functions as Local Planning Authority for the purposes of the Town and Country Planning Act 1990

32. Enforcement

It is hereby agreed and declared that the provisions of this Deed shall not bind nor be enforceable against (1) any Mortgagee or Chargee of the Affordable Housing Land or part thereof nor any person or persons who shall directly or indirectly derive Title to the Affordable Housing Land or any part or parts thereof from such Mortgagee or Chargee or any Receiver appointed by such Mortgagee or Chargee AND (2) any person or persons acquiring any of the Affordable Housing Units under a Voluntary Right to Acquire or a Statutory Right to Buy pursuant to the Housing Act 1985 the Housing Act 1988 or the Housing Act 1996 or any statutory re-enactment or modification thereof and all successors in title to such person or persons AND (3) any lessee pursuant to a Shared Ownership lease whether or not such lessee has staircased to 100% ownership and such lessee mortgagee and successors in title

33. Notices

Save where particular clauses specify otherwise all notices to be served and notifications to be given for the Council shall be marked for the attention of the Executive Head of Planning and Built Environment.

34. Third Parties

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

35. Liability

- (1) No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- (2) If the planning permission shall expire before Commencement or shall at any time be revoked modified or otherwise withdrawn then this Agreement shall immediately determine and cease to have further effect but in ceasing to have further effect shall not prejudice any express or implied rights accrued or accruing to the Owner by virtue of anything by the covenant in connection with or arising from the terms of this Agreement
- (3) The Council will on the written request of the Owner at any time after the obligations of the Owner under this Agreement have been fulfilled issue written confirmation of it and cancel all related entries in the Register of Local Land Charges
- (4) This Agreement is a local land charge and shall be registered as such

36. Severability

Insofar as any clause or provision of this Deed is found (for whatever reason) to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

37. No waiver

No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions 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 of for acting upon any subsequent breach or default.

38. Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England and the parties hereto submit to the exclusive jurisdiction of the courts of England

39. Counterpart

This deed may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original but all the counterparts shall together constitute the one agreement

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

Executed as a DEED by)
Affixing the COMMON SEAL of)
HAMPSHIRE COUNTY COUNCIL)
in the presence of:)

Authorised Signatory

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



12808

to the Council

or
tion

the
sue
ocal

o be
shall

ult in
shall
from
uent

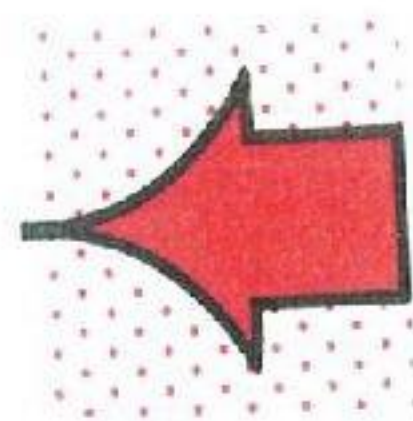
d and

when
rparts

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

Executed as a DEED by
Affixing the COMMON SEAL of
HAMPSHIRE COUNTY COUNCIL
in the presence of:

)
)
)
)



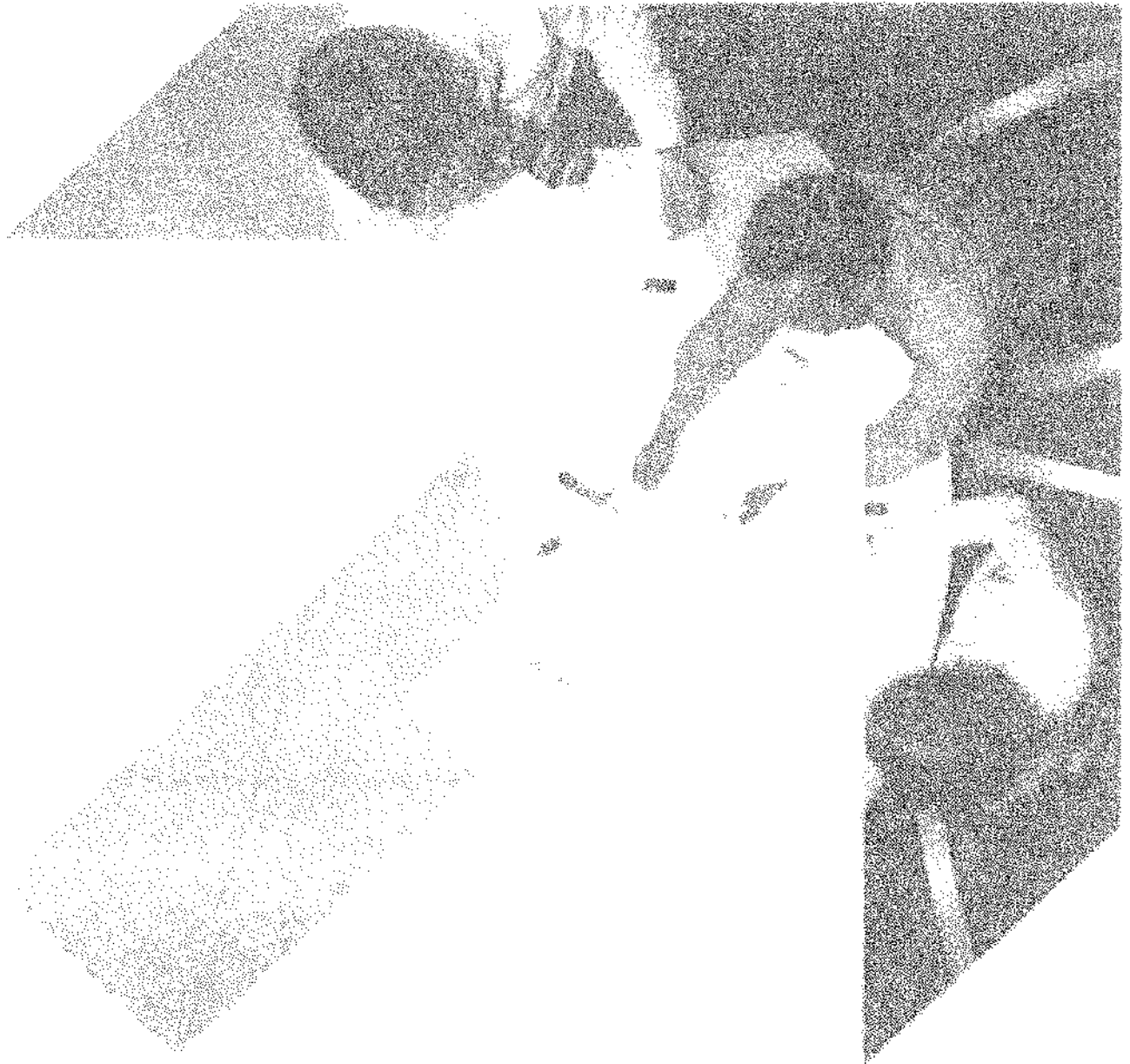
36/14740

Attestation of Signatory

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

)
)
)
)

Solicitor to the Council

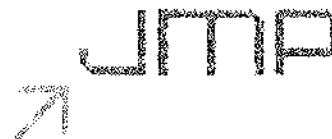


Hampshire
County Council

Barncroft Disposal Site

Travel Plan

Report



Barncroft Disposal Site

Travel Plan

Report

JMP Consultants Limited
3 Harbour Exchange Square
London E14 9GE

T 020 7536 8040
F 020 7005 0462
E cocklands@jmp.co.uk

www.jmp.co.uk

Job No. STH2507

Report No. 1

Prepared by MW

Verified SM

Approved by PM

Status Draft

Issue No. 1

Date 03 December 2010



Barncroft Disposal Site

Travel Plan

Report

Contents Amendments Record

This document has been issued and amended as follows:

Status/Revision	Revision description	Issue Number	Approved By	Date
Draft	For Comments	1	PM	03/12/2010



Contents

1	INTRODUCTION	1
	Background	1
	Proposed Development	2
	Travel Plan Structure	2
2	POLICY CONTEXT	3
	National Policy	3
	Regional Policy	4
	Local Policy	5
	Summary	6
3	SITE ACCESSIBILITY	7
	Site Location and Description	7
	Public Transport Accessibility	7
4	PROPOSED TRAVEL PATTERNS	9
5	AIMS, OBJECTIVES AND TARGETS	11
	Aims	11
	Objectives	11
	Targets and Indicators	11
6	MEASURES	13
	Measures for Residents	13
7	CONSULTATION AND ENGAGEMENT	15
	Introduction	15
	Steering Group	15
	Open Day	15
8	MANAGEMENT STRATEGY	16
	Introduction	16
	Managing the Plan: Roles & Responsibilities	16
	Marketing	16
9	ACTION PLAN	17
	Action Plan Tables	17
10	MONITORING AND REVIEW	19
	Introduction	19
	Monitoring Plan	19
	Reporting	19
11	SUMMARY AND CONCLUSION	21



Tables and Figures

Table 3.1 A Summary of Bus Services with 500m of the Site.....	7
Table 4.1 Private Housing Sites Selected from TRICS Database	9
Table 4.2 Vehicle Trips for the Proposed Development	10
Table 4.3 Development Modal Split	10
Table 5.1 Travel Plan Targets	11
Table 9.1 Action Plan: (Pre-Occupation).....	17
Table 9.2 Action Plan: Upon-Occupation.....	18
Table 9.3 Action Plan: Post-Occupation	18
Table 10.1 Monitoring Plan	19
 Figure 1.1 Site Location Plan	 1

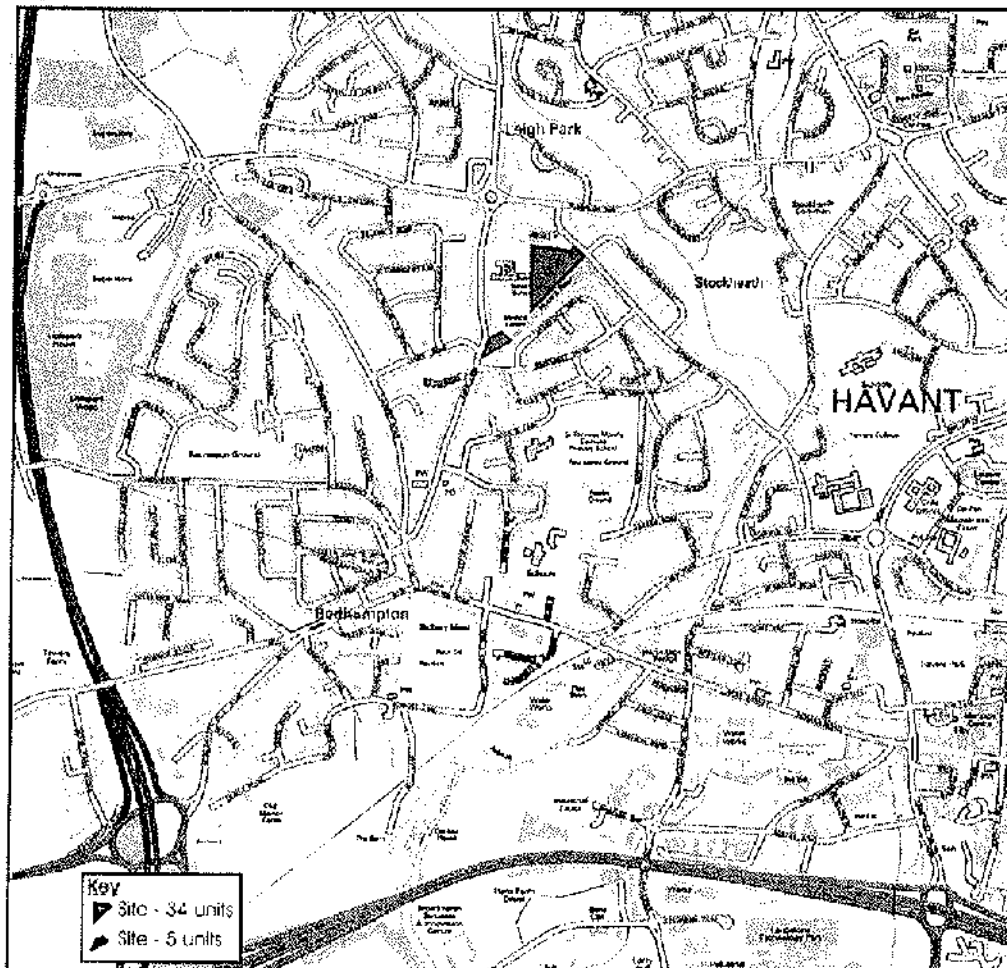
1 Introduction

Background

Context

- 1.1 JMP Consultants Ltd (JMP) has been commissioned by Hampshire County Council (HCC) to prepare a Framework Residential Travel Plan (RTP) to support an outline planning application for a residential development to be located on the Barncroft Infant School disposal site.
- 1.2 It is considered that a Framework RTP is appropriate for this outline planning application and this has been confirmed by a representative of the highway authority. A full RTP would be required as part of a reserved matters/full planning application.
- 1.3 The site is located in Havant within South East Hampshire. The overall development proposals consist of 39 residential units split between two sites with independent accesses. 34 units will be accessed from Barncroft Way with additional five units accessed from Park Lane. A site location plan is provided in Figure 1.1.

Figure 1.1 Site Location Plan



Based upon the Ordnance Survey Map with the permission of The Controller of Her Majesty's Stationary Office (Licence No: ALD 542369) Crown Copyright reserved.

- 1.4 The disposal of this site will follow the redevelopment of Bamcroft Primary School which is part of a separate planning application. Therefore, the construction of this residential development is not likely to commence before September 2011.

Transport Statement

- 1.5 This Framework RTP has been prepared and should be read in conjunction with the Transport Statement (TS) for the redevelopment of the Bamcroft Infant School disposal site. The TS provides more detailed information on the future trip generation and the proposed parking provision.

Roles and Responsibilities

- 1.6 Implementing and ongoing monitoring of the final RTP submitted with the reserved matters/full planning application will be the responsibility of the Travel Plan Co-ordinator (TPC). The TPC will be appointed once the redevelopment has been completed.

Proposed Development

- 1.7 The proposal includes a development of 39 residential units comprising a mix of one, two and three bedroom dwellings.
- 1.8 As part of the development proposals, the Bamcroft Infant School will be demolished for a development of 34 residential units with the remaining five units on a separate site adjacent to Park Lane. In total, the development will consist of 34 houses and five flats.

Travel Plan Structure

- 1.9 This RTP is structured as follows:
- Section 2 outlines the policy context of the development of the RTP;
 - Section 3 describes the site accessibility;
 - Section 4 includes the proposed travel patterns for the residential development;
 - Section 5 identifies the aims and targets of the RTP;
 - Section 6 describes the RTP measures that will be put in place for residents;
 - Section 7 provides an action plan for implementation of the RTP; and
 - Section 8 describes monitoring procedures and describes how the RTP will be delivered.

2 Policy Context

- 2.1 This section of the Framework RTP establishes the current transport planning policy context of the proposed development. It examines integrated transport planning policies at the national, regional and local level in order to demonstrate how the development proposals conform to relevant planning policy guidance.

National Policy

Good Practice Guidelines: Delivering Travel Plans through the Planning Process Guidance (Department for Transport DfT April 2009)

- 2.1 This document sets out guidance on how to successfully create and deliver travel plans through the planning process. The aim is to: *'Help all those involved in creating and implementing travel plans – local authority planners, transport and travel plan officers, developers and consultants – understand the processes involved and good practice steps for achieving successful and sustainable travel plans.'*
- 2.2 The guidance includes an explanation of the benefits of travel plans, the main elements at each stage of the planning process and how to ensure they are successfully designed, secured, implemented, managed and monitored.
- 2.3 This document was created by DfT in consultation with the Department of Communities and Local Government (DCLG) to further the influence of travel plans as a way to encourage sustainable transport.
- 2.4 The benefits of travel plans for major new developments are summarised as follows:
- *'to support increased choice of travel modes;*
 - *to promote and achieve access by sustainable modes;*
 - *to respond to the growing concern about the environment, congestion, pollution and poverty of access; and*
 - *to promote a partnership between the authority and the developer in creating and shaping place.'*

Planning Policy Guidance Note 13: Transport (PPG13)

- 2.2 The Government's Planning Policy Guidance 13: Transport (PPG13), published in March 2001, includes Government policy on the role of RTPs in relation to proposed developments. It states that RTPs are required to be submitted alongside planning applications that are likely to have significant transport implications. The aims include (p.89):
- *'reducing car usage (especially single occupancy journeys) and increasing the use of public transport, walking and cycling;*
 - *decreasing traffic speeds, and improving road safety and personal security particularly for pedestrians and cyclists; and*
 - *incorporating more environmentally friendly delivery and freight movements.'*
- 2.5 PPG13 also states that better use should be made of previously developed land and the focus for additional housing should be existing towns and cities.

- 2.6 PPG13 also advises that RTPs should have measurable outputs and should arrange for monitoring the progress of the plan.

Future of Transport: A Network for 2030

- 2.7 In July 2004, the DfT published the new White Paper 'Future of Transport: A Network for 2030' looking at the factors that will shape the UK's transport over the next thirty years. The paper sets out the Government's plan to respond to the increasing demand for travel, maximising the benefits of transport while minimising the negative impact on people and the environment.
- 2.8 The White Paper recognises that we need a transport network that can meet the challenges of a growing economy and increasing demands for travel, whilst achieving our environmental objectives (Para 6, p.12). This requires, amongst others:
- *'the road network providing a more reliable and free-flowing service for both personal travel and freight, with people able to make informed choices about how and when they travel;'*
 - *'buses that are reliable, flexible, convenient and tailored to local needs;'* and
 - *'making walking and cycling real alternatives for local trips.'*
- 2.9 Part of the strategy of this White Paper is to enhance local travel through the promotion of TPs to encourage people to consider alternatives means of transport.

Regional Policy

South East Plan

- 2.10 The Regional Spatial Strategy (RSS) and Regional Transport Strategy (RTS) for the South East of England are contained within the South East Plan, which covers the period to 2026. The overall spatial vision for the South East of England is set out in Section 3 of the Plan as below:
- 'through the Plan and other measures, the South East will show a sustained improvement in its quality of life over the period to 2026, measured by the well-being of its citizens, the vitality of its economy, the wealth of its environment and the prudent use of natural resources.'*
- 2.11 Policies on transport are contained within Chapter 8 of the Plan. The Plan recognises the need to *'re-balance the transport system in favour of sustainable modes.'* Travel Planning is listed as one of the key components of managing demand on the transport system.
- 2.12 Policy T5 entitled 'Travel Plans and Advice' outlines the obligation of local authorities to ensure that *'their local development documents and local transport plans identify those categories of major travel generating developments for which travel plans should be developed.'* In addition, Policy T5 refers to the DfT's Smarter Choices document, which has served to emphasise the important role that travel planning plays as part of delivering the mobility management approach.
- 2.13 The Policy also describes TPs as a positive measure in enabling economic activity and growth in the region.

Local Policy

- 2.14 The Local Transport Plan (LTP) sets out HCC's transport strategy for the period 2006-2011. The overall vision for this LTP is of a transport strategy that: *'enhances quality of life and economic prosperity by connecting people, communities, employment, goods, services and amenities.'*
- 2.15 Chapter six contains strategy for the Solent area where Havant is located. Paragraph 6.11 sets out the vision which seeks to ensure that a suitable mix of housing types and tenures is provided. It continues to mention that this needs to be achieved in a sustainable way which ensures that the quality of life is enhanced.
- 2.16 Policy SH11 states that the transport and planning authorities will work together to: *'reduce the need to travel through the development of smarter choices, such as travel planning and measures to discourage less sustainable journeys.'*

Havant Borough District Wide Local Plan – Saved Policies

- 2.17 The Saved Policies from the Havant Borough District Wide Local Plan form part of the Havant Borough Local Development Framework.
- 2.18 Policy T1 states that a development will be permitted: *'where it assists the implementation of an integrated transport network, a choice of transport modes, or the operation of efficient public transport.'*
- 2.19 Policy T6 mentions that: *'development will be permitted provided it is, or could be, served efficiently by public transport, cycling and walking.'* It also states that new developments should be located to provide a choice of transport modes and minimise travel demand.

HCC Guide to Development Related Travel Plans – January 2009

- 2.20 In January 2009 HCC produced a Travel Plan guide in order to ensure that development takes place in sustainable locations and in a sustainable manner.
- 2.21 It is stated that securing a travel plan as part of the development process has three main purposes:
- Securing a travel plan as part of the development process has three main purposes;
- *'ensuring that development takes place in locations and in ways that minimise the impact of this additional demand;*
 - *increasing accessibility and ensuring that opportunities are provided for people to travel to and from the site in a variety of ways; and*
 - *reducing dependence on the use of the car.'*
- 2.22 In section 3.2 the document states that: *'for speculative developments or where the likely end user(s) of the development is unknown (including multi-occupant sites) a framework travel plan should be submitted with the planning application. This should be informed by the outcomes of the TA and will include objectives, a programme for developing and submitting the full travel plan, physical measures required, and a robust monitoring and evaluation strategy.'*

Summary

- 2.23 This Framework RTP is being submitted as part of the planning application to ensure that development at the site is both sustainable and accessible.
- 2.24 This Framework RTP has been prepared in line with national policy in that it aims to reduce reliance on the private car and to encourage sustainable travel choices. The Framework RTP seeks to remove barriers to walking and cycling, encourage the use of public transport and to reduce the overall need to travel.
- 2.25 The targets and measures have been established based on the outcome of the TS.

3 Site Accessibility

Site Location and Description

- 3.1 The existing site on which the majority of residential units (34) are to be developed is currently occupied by Barncroft Infant School. The school comprises 1,350m² GIA and has around 140 pupils and 29 staff. The existing site layout is included within Appendix B of the Transport Statement.
- 3.2 The school is accessed from Barncroft Way and an on-site car park is provided for staff and visitors; this comprises 12 car parking spaces.
- 3.3 The surrounding area is predominantly residential with a housing estate located immediately to the north of the site.

Public Transport Accessibility

Bus Services

- 3.4 The site is within a walking distance (500m) of six different bus services that provide connections to local destinations including Portsmouth, Emsworth, Fareham and Liss. The closest bus stops, served by three different bus routes, are located on Barncroft Way within 150m of the site. A summary of bus services available within 500m of the site is provided in Table 3.1.

Table 3.1 A Summary of Bus Services with 500m of the Site

Bus Route	To	From	Frequency	
			08:00 – 09:00	17:00 – 18:00
21	Portsmouth	Havant	2	3
21	Havant	Portsmouth	2	3
23	Portsmouth	Havant	6	5
23	Havant	Portsmouth	6	5
27	Leigh Park	Emsworth	1	1
27	Emsworth	Leigh Park	1	1
37	Liss	Havant	1	1
37	Havant	Liss	1	1
39	Havant	Wecock Farm	4	4
39	Wecock Farm	Havant	3	4
63	Havant	Fareham	1	1
63	Fareham	Havant	1	1
Total			29	31

- 3.5 As can be seen, there are a total of 29 and 31 bus services in both directions in the AM (08:00 – 09:00) and PM (17:00 – 18:00) peak respectively. This equates to an average of a bus every two minutes arriving and departing within 500m of the site.

Rail Services

- 3.6 Bedhampton and Havant Railway Stations are located approximately 1.5km to the south of the site. The stations can therefore be reached in approximately 20 minutes assuming an average walking speed of 80 metres per minute.

Walking and Cycling Networks

- 3.7 A designated circulatory cycle lane is provided at Purbrook Way Roundabout located approximately 280m north of the proposed development. The cycle facility continues onto Park Lane and is present on both sides of the highway.
- 3.8 National Route 2 and 22 are located approximately 1.6km to the south of the site.
- 3.9 The local residential roads around the site are lightly trafficked and are therefore suitable for cyclists.
- 3.10 Barncroft Way and Park Lane both have footways present on either side of the road. At present, there are no formal pedestrian crossing points in the vicinity of the site. A school crossing patroller is currently available on Barncroft Way and Park Lane during the school peak arrival and departure times.

4 Proposed Travel Patterns

- 4.1 As the development has not been built yet, it is not possible to carry out a residents travel survey. The travel survey will be undertaken once the development has been occupied and the RTP will be updated accordingly.
- 4.2 The TRICS trip generation database has been interrogated to derive multimodal trip rates for the proposed development. As 87% of the units will be houses, the private housing category has been selected to derive the trip rates. This also provides a worst case as trip rates for flats or non-private units (rented/part-owned) are typically lower.
- 4.3 A total of eight sites were considered in the analysis because they demonstrated similar characteristics in terms of size, public transport accessibility and parking provision. Location characteristics have also been considered in the selection of sites.
- 4.4 Details of the sites selected are shown in Table 4.1.

Table 4.1 Private Housing Sites Selected from TRICS Database

Development Name / Address	No. of Units	Parking Spaces/Unit	Public Transport Services/Hour (Both Directions)	Location
Cheshire	129	2.5	43	Suburban Area
Lancashire	98	1.0	36	Edge of Town
Shropshire	108	1.8	24	Suburban Area
Staffordshire	14	2.8	10	Suburban Area
Tyne & Wear	81	1.0	10	Edge of Town
Wiltshire	99	2.1	13	Edge of Town
West Midlands	79	0.9	40	Suburban Area
West Midlands	12	2.6	13	Suburban Area
Average	77	1.8	24	-

- 4.5 Table 4.1 demonstrates that the selected sites compare favourably with the proposed development. On average, the selected sites have slightly lower public transport provision in comparison to the proposed development. The parking provision per unit is on average slightly higher than at the proposed site.
- 4.6 The TRICS output reports are included within Appendix H of the TS.

Vehicular Trip Generation

- 4.7 The trip generation for the proposed development is summarised in Table 4.2. The analysis shows that in total, the proposed development is expected to generate a total of 22 two-way car trips during both the AM and the PM peak.

Table 4.2 Vehicle Trips for the Proposed Development

Road Name	Arrivals	Departures	Total
AM Peak 08:00 – 09:00			
Barncroft Way	6	13	19
Park Lane	1	2	3
Total AM	7	15	22
PM Peak 17:00 – 18:00			
Barncroft Way	12	7	19
Park Lane	2	1	3
Total PM	14	8	22

Modal Split

- 4.8 The selected sites have also been interrogated to provide a mode split of trips to and from the proposed development. The daily modal split as well as the morning (08:00 – 09:00) and the evening (17:00 – 18:00) peak percentage shares have been provided in Table 4.3.

Table 4.3 Development Modal Split

Mode	AM Peak	PM Peak	Daily
Car Driver	58%	57%	58%
Car Passenger	16%	15%	21%
Public Transport	4%	8%	3%
Pedestrian	21%	19%	16%
Cycle	1%	1%	2%
Total	100%	100%	100%

5 Aims, Objectives and Targets

- 5.1 This section sets out RTP aims, objectives and targets specific to the proposed residential development.

Aims

- 5.2 This Framework RTP sets out the overall aim for the full RTP submitted as part of the reserved matters/full planning application; this is as follows:
- create a more sustainable, community driven environment for residents living within the development, which promotes a range of lifestyle and travel choices and reduces reliance on the private car.

Objectives

- 5.3 Objectives are the high-level aims of the RTP. They help to give the RTP direction and provide a clear focus. The site specific objectives that focus the Framework RTP include:
1. raise awareness of sustainable modes of travel available to residents and visitors;
 2. to reduce the amount of single occupancy car trips to the development; and
 3. to encourage car-sharing or use of car clubs in order to reduce single vehicle occupancy.

Targets and Indicators

- 5.4 Targets are measurable goals by which the progress of the full RTP will be assessed. Targets are essential for monitoring progress and success of the full RTP. Targets should be 'SMART' – specific, measurable, achievable, realistic and time-related.

The interim and full targets are set out in

- 5.5 and are based on the mode share derived from the trip generation analysis.

Table 5.1 Travel Plan Targets

Mode	Baseline Mode Split (Year 1)	Interim Mode Split (Year 3)	Final Mode Split (Year 5)
Car Driver	58%	55%	52%
Car Passenger	16%	17%	17%
Public Transport	4%	6%	8%
Pedestrians	21%	21%	21%
Cyclists	1%	1%	2%
Total	100%	100%	100%

NB. The baseline mode split will be revised in light of a site-specific resident travel survey at the site on occupation.

- 5.6 A resident travel survey will be carried out to monitor the progress and will act as an indicator of whether the targets are being achieved. The monitoring schedule is outlined within Chapter 10 of this framework RTP.

- 5.7 The actual baseline mode share will be determined following residents travel surveys that will take place post-occupation. The targets will need to be revised in the light of these surveys and agreed with the relevant HCC Travel Planning Officer.
- 5.8 Areas for improvement have been identified and the RTP aims to address these. These areas include:
- reducing car usage (single occupancy vehicles) in the five years following site occupation;
 - increasing use of public transport in the five years following site occupation; and
 - increasing walking and cycle usage in the five years following site occupation.
- 5.9 The suggested targets represent what is considered to be an achievable increase in sustainable travel as a result of the introduction of the RTP and the proposed measures. Table 5.1 indicates that a relatively high proportion of residents are already expected to walk and car share and therefore it is important that this is achieved and maintained. The increase in public transport users from 8% to 11% is based on the accessibility of the site to frequent bus services within 500m of the site.
- 5.10 It is noted that after five years, update of the Travel Plan would be on a voluntary basis; this could be a residents group or other organisation considered for this role.

6 Measures

- 6.1 This Framework RTP contains details of measures which aim to maximise the opportunities offered by the site in terms of its location in relation to existing services and facilities. It sets out the 'hard' measures alongside 'soft' measures which aim to promote and encourage sustainable travel amongst new residents.
- 6.2 It is considered that those measures would be explored further and should be included within the full RTP submitted with the reserved matters/detailed planning application.

Measures for Residents

General Information & Awareness Raising

- 6.3 The RTPs objectives and benefits should be promoted to residents. It is recommended that regular updates on the RTP, improvements made to facilities and modal split figures are presented to residents in order to engage them in the RTP from the outset. General measures to raise awareness of the RTP are detailed below. This would be co-ordinated by the TPC.

Residential Information Packs

- 6.4 A Residential Information Pack containing travel information would be provided to each household before they move into the new development. Providing this information in advance ensures that residents become aware of the various modes of transport and existing services that are available to them at the earliest opportunity.
- 6.5 The packs would include the following information:
- awareness of the health, economic and environmental benefits of walking and cycling;
 - safe and secure walking and cycling route maps: a residents guide to local facilities within 2km (walking) and 5km (cycling) of the site would be produced; and
 - promotion of local cycle shops: information about the availability of local cycle shops, and any discounts or offers that may be available.

Travel Plan Website

- 6.6 A travel website for the site could be developed to promote the RTP and offer tips and advice on travelling sustainably. The information enclosed in the residential packs should be available to upload with all relevant walking and cycling maps.

Walking

Walking Maps

- 6.7 Residents would be provided with a guide to local facilities within 2km (walking) distance would help to encourage more walking to and from the site. This information would be included in the Residential Information Pack.

Travel Plan Website

- 6.8 A link to Transport Directs journey planner (www.transportdirect.info) would be included and promoted to all residents and visitors as this may encourage them to walk more (e.g. to walk to local amenities rather than use the car). Links to other sites which provide information on the benefits of walking and walking routes will also be promoted via the Site. These may include www.walkit.com www.ramblers.org.uk and www.hants.gov.uk/walking.

Cycling

- 6.9 An increasing number of people are realising the benefits of cycling. This Framework RTP sets out the information and awareness raising, facilities, and reward/incentive measures that could be implemented to encourage and maintain cycling to/from the site.

Cycle Parking

- 6.10 The proposed development would provide cycle storage in safe and secure locations; this would conform to Hampshire County Council minimum parking standards.

Cycle Discounts

- 6.11 An arrangement with a local cycle shop should be investigated during the reserved matters/detailed planning application so residents could benefit from discounts on bicycles and cycling equipment. Expert advice from local cycle shops would ensure that cyclists receive specialist information and support about the different equipment (e.g. bicycle, lights, helmets and reflective clothing) they would need to use this mode safely. This information would also be included in the Residential Information Pack.

Cycle Training and Route Advice

- 6.12 HCC funds cycle training throughout Hampshire. In order to promote and increase cycle use for residents the site occupier will use the contacts provided by HCC's cycling webpage's and arrange training for residents, as appropriate.
- 6.13 Maps showing the local cycle network would be included within the Residential Information Pack.

Public Transport

- 6.14 One of the main objectives of the RTP is to encourage sustainable travel patterns. The following measures are proposed to maximise the potential of existing public transport services within walking distance of the site.

Public Transport Map

- 6.15 A map showing all the local railway and bus stations, bus stops and bus routes near the development would be supplied to the residents via the Residential Information Pack.

Car Sharing

- 6.16 Residents would be encouraged to become members of an existing car sharing schemes that are available to all members of the public (e.g. Liftshare) and the economic, social and environmental benefits would be promoted and advertised within the Residents Information Pack.

7 Consultation and Engagement

Introduction

- 7.1 In order for a RTP to be successfully implemented, it is essential to have the support of those who would be affected by its measures. Key to securing is to engage and consult with residents of the site.

Steering Group

- 7.2 A steering group would be formed from the residents based at the site, including the TP Co-ordinator, upon occupation of the site. The steering group would be required to meet twice a year and the initial meeting would be used as an opportunity to discuss the RTP, its benefits to the community and the measures being introduced in order to meet targets.
- 7.3 Owing to the size of the site collusion with neighbouring residential development is advisable.
- 7.4 The steering group would also be responsible for ensuring future ownership of the RTP to continue beyond the first five years of occupation. Members of the steering group would help to inform the RTP process and to speak on behalf of other users of the site.

Open Day

- 7.5 The RTP would also affect the existing residents in the immediate vicinity of the site. In order to engage and consult them, an open day would be arranged at a local centre to promote the measures identified in the RTP. This open day would also be open to residents based on the site and would be used as an opportunity to sign-up members for the steering group.

8 Management Strategy

Introduction

- 8.1 A RTP strategy that sets out clearly the stages by which the RTP would be developed and implemented is very important. Elements of a RTP strategy usually relate to:
- securing the resources (including time) that are necessary to develop and implement the RTP; and
 - consulting and educating residents and visitors.
- 8.2 The Framework RTP sets out strategy and discusses how the RTP would be managed and marketed.

Managing the Plan: Roles & Responsibilities

Travel Plan Co-ordinator

- 8.3 RTPs are dependent on a nominated individual being given time and resources for success to occur. The RTP Co-ordinator would be responsible for overseeing and implementing the various measures outlined in this RTP.
- 8.4 The RTP Co-ordinator would be nominated by the developer when submitting the reserved matters/detailed planning application; they would be responsible for reviewing and agreeing the RTP with the RTP Co-ordinator.
- 8.5 After five years, it is expected that the RTP would be taken up on a voluntary basis by the management company or another member of the RTP Steering Group.
- 8.6 The Travel Plan Co-ordinator will liaise with other stakeholders and contacts as necessary, these are likely to include:
- HCC Travel Plan Officers;
 - Havant Travel Plan Officers;
 - bus operators;
 - local retailers; and
 - schools in the local area.

Marketing

- 8.7 Marketing and awareness-raising strategies form an important part of all RTPs. They cover the involvement/engagement of residents and visitors about travel options and the benefits of more sustainable and efficient travel.
- 8.8 This RTP would be marketed to residents of the development through Residential Travel Packs and Website.

9 Action Plan

- 9.1 This section of the Framework RTP draws together the proposals for the RTP implementation, monitoring and review. The actions that will be undertaken are summarised in the Action Plan tables, which indicate how the various elements of the RTP will be organised and how actions will be prioritised.

Action Plan Tables

- 9.2 Table 9.1 – Table 9.3 constitute the RTP's Action Plan for the proposed development at the site pre-occupation stage (for the developer to implement), upon-occupation (for the Travel Plan Coordinator to implement) and post-occupation stage (for the Travel Plan Coordinator to implement).

Pre Occupation

Table 9.1 Action Plan: (Pre-Occupation)

Activity				When	By Whom
Objective	Mode	Measure	Task		
Objective 1	All	Travel Packs for residents	Collate travel information (maps, timetables, routes, fares etc) for all sustainable modes of transport within Havant and surrounding areas and put into a pack to distribute to all new residents.	Pre-Occupation	Developer
	All	RTP Website	Explore a potential to develop a website with information about walking, cycling and public transport.	Pre-Occupation	Developer/ HCC
Objective 2	Walking and Cycling	Cycle walking routes	Ensure adequate walking and cycling links which also link with existing routes.	Pre-Occupation	Developer/ HCC (masterplan)
	Cycling	Cycle parking	Provide cycle parking storage (to meet HCC requirements).	Pre-Occupation	Developer
		Cycle Training	Negotiate free cycle training with HCC for residents of the Site.	Pre-Occupation	Developer/ HCC
	Cycling	Cycle Discounts	Negotiate discounts with local cycle retailer.	Pre-Occupation	Developer

Upon Occupation

Table 9.2 Action Plan: Upon-Occupation

Activity				When	By Whom
Objective	Mode	Measure	Task		
Objective 1	None	Travel Plan Coordinator	Identify and appoint Travel Plan Coordinator to carry forward all tasks within action plan.	Upon Occupation	Developer/HCC
	All	Steering Group	Set up a steering group and arrange for first meeting.	Upon Occupation	TPC
	All	Travel Packs for residents	Distribute travel packs to all residents within the development.	Upon Occupation	TPC
Objective 3	Car share	Car share scheme	Promote existing car share schemes such as www.liftshare.com . Include this information in Travel Packs and website.	Upon Occupation	TPC
Objective 2	Cycling	Cycling Training	Promote cycle training to residents (if implemented).	Upon Occupation	TPC, HCC

Post-Occupation

Table 9.3 Action Plan: Post-Occupation

Activity				When	By Whom
Objective	Mode	Measure	Task		
Objective 1	All	Website	Continue to update/maintain website if developed.	Post Occupation	TPC
Objective 2	Cycling	Cycle routes	Promote existing cycle routes and consider promoting the participation in national and local cycle events.	Post Occupation	TPC, HCC
	Walking	Walking routes	Promote existing walking routes and any new pedestrian links. Also promote the participation in national and local walking events.	Post Occupation	TPC
Objective 3	Car share	Car share scheme	Investigate the need for an area wide car share scheme where interested residents can register on the website for commuter trips.	Post Occupation	TPC
-	None	Steering Group	Arrange regular meetings to discuss progress of RTP and set-up a date for carrying out travel surveys.	Post Occupation	TPC
-	None	Travel Survey	Distribute the travel survey to all residents and review interim and full targets.	Post Occupation	TPC

10 Monitoring and Review

Introduction

- 10.1 Monitoring and review of the RTP would be in line with the standardised approach to monitoring and reporting for Hampshire County Council.
- 10.2 This section sets out the specific monitoring proposals associated with the proposed development and the means by which progress towards targets would be assessed.

Monitoring Plan

- 10.3 Monitoring would be carried out over five years. Years one, three and five would consist of the following core elements:
- site management/steering group questionnaire;
 - resident questionnaires; and
 - update RTP and submit to HCC's Development Planning team.
- 10.4 The RTP would be monitored in years one, three and five using SAM compatible surveys. The surveys could be issued electronically to encourage a good response rate, ensure convenience and uphold the sustainability message. This would enable follow on monitoring to be easily undertaken and compared to this original dataset.
- 10.5 In interim years two and four, monitoring would only consist of snapshot surveys for residents and visitors. The results of these surveys would be analysed and submitted to Hampshire County Councils Development Planning team within a RTP review document for review.
- 10.6 The annual monitoring and review of the RTP would be the responsibility of the assigned TP Co-ordinator. Agreement would be sought from Hampshire County Council Development Planning team before any review is formalised.
- 10.7 **Error! Reference source not found.** 10.1 summarises the Monitoring Plan, including the data collection activities that would be undertaken and when these would occur.

Table 10.1 Monitoring Plan

Element	Data Collection Exercise	Key Information	Frequency					By Whom
			Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	
1	Site management questionnaire	Cycle parking/usage Car parking space usage	✓		✓		✓	Travel Plan Co-ordinator
2	Resident questionnaire	Response rate Mode share	✓		✓		✓	Travel Plan Co-ordinator
3	Snapshot surveys	Mode share		✓		✓		Travel Plan Co-ordinator

Reporting

- 10.8 The results of travel surveys and of any review of the RTP would be reported annually to the Hampshire County Council's RTP Officer within the Development Planning team.

- 10.9 As appropriate, key survey and/or monitoring findings and associated sustainability messages would also be disseminated amongst residents.

11 Summary and Conclusions

- 11.1 This Framework RTP has been prepared to support an outline planning application for a residential development located in Havant, South East Hampshire.
- 11.2 The development proposals include a provision of 39 residential dwellings split across two sites with independent accesses.
- 11.3 This Framework RTP has been prepared and should be read in conjunction with the Transport Statement (TS) for the redevelopment of the Barncroft Infant School disposal site.
- 11.4 This Framework RTP is in accordance with the national and local policies by seeking to ensure sustainable transport to and from the site.
- 11.5 The site is accessible by public transport and benefits from the already established pedestrian network.
- 11.6 Based on the predicted modal split to the site, targets for each mode have been set. It should be noted that the actual baseline mode share will be determined following residents travel surveys that will take place post-occupation. The targets will need to be revised in the light of these surveys and agreed with the relevant HCC Travel Planning Officer.
- 11.7 A package of measures would be introduced to ensure the targets could be met. The measures would include Residential Information Packs, a site travel website and the promotion of car clubs and car sharing amongst others. The measures would be promoted to residents through various streams including consultation and engagement to take place once the site is occupied.
- 11.8 The Travel Plan would be monitored in years one, three and five using travel surveys approved by Hampshire County Council. The RTP would then be updated (including the survey results) and submitted to Hampshire County Council's Development Planning team for review. During years two and four snapshot surveys would be undertaken and submitted with a RTP review.
- 11.9 Following year 5 the RTP could be continued on a voluntary basis.

DRAFT



Havant
BOROUGH COUNCIL

Public Service Plaza
Civic Centre Road
Havant
Hampshire PO9 2AX

T 023 9247 4174
F 023 9248 0263
DX 90005 Havant
www.havant.gov.uk

To:
Mr Trotter
Hampshire County Council
HCC Property Services The Castle
Winchester
Hants
SO23 9DS

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

Application Number: APP/11/01082

Site Address: Barncroft Infant School, Barncroft Way, Havant, PO9 3AG

Proposal: Outline application for residential development for 34No. dwellings with access from Barncroft Way, and 4No. dwellings with access from Park Lane, and with all other matters reserved.

Further to your application received on 02 June 2011, which was valid from 21 July 2011, Havant Borough Council as Local Planning Authority **Grants Outline 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 2 years from the date of the approval of the last of the reserved matters to be approved.
Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.
- 2 Application for approval of reserved matters shall be made to the Local Planning Authority before the expiration of 3 years from the date of the grant of this planning permission.
Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act 2004.
- 3 No development hereby permitted shall commence until details of the phasing of the development, to include measures for the protection of the footway through the site to the adjacent Primary School, have been submitted to and approved in writing by the Local Planning Authority.
Reason: In order to secure a satisfactory development and having due regard to policies CS14, DM6 and DM11 and The National Planning Policy Framework 2012.

- 4 Approval of the details of the scale, layout and appearance of the proposed development, and the landscaping of the site (the latter to include details of the timing and maintenance of the landscaping proposals) for each phase hereinafter called "reserved matters" shall be obtained from the Local Planning Authority in writing before any development is commenced.

Reason: In order to secure a satisfactory development.

- 5 Demolition, clearance, excavation, road or construction works shall take place only between the hours of 0800 and 1800 hours on Mondays to Saturdays and not at all on Sundays and all recognised public holidays.

Reason: To minimise the disturbance to neighbouring residential properties and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.

- 6 No development hereby permitted shall commence for each phase until an Arboricultural Method Statement has been submitted to and approved in writing by the Local Planning Authority. The approved Arboricultural Method Statement shall be adhered to at all times during construction of the development.

Reason: To ensure that trees, shrubs and other natural features to be retained are adequately protected from damage to health and stability and having due regard to policies CS11, DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.

- 7 No development hereby permitted nor any related site clearance shall commence for each phase until a plan and particulars specifying the provision to be made within the site and/or on other land nearby for the parking (throughout the clearance and construction period) of construction vehicles and of other vehicles delivering/removing materials and other items to/from the development site have been submitted to and approved in writing by the Local Planning Authority. Thereafter, throughout such site clearance and implementation of the development hereby permitted, all such temporary parking provision shall be provided and used only as such.

Reason: To safeguard the amenities of the locality and in the interests of traffic safety and having due regard to policies CS16, DM10 and DM13 of the Havant Borough Local Plan (Core Strategy) and The National Planning Policy Framework 2012.

- 8 No development hereby permitted nor any related site clearance shall commence for each phase until plans and particulars specifying the provision to be made for a material storage compound within the site have been submitted to and approved in writing by the Local Planning Authority. The approved compound shall be available prior to the commencement of any building works and throughout the contract period and no materials shall be stored anywhere else on the site.

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) 2011 and The National Planning Policy Framework 2012.

- 9 No development hereby permitted nor any related site clearance shall commence for each phase until a specification of measures to be undertaken to prevent deposition on nearby roads of mud and spoil from vehicles leaving the site throughout the implementation of the same has been submitted to and approved in writing by the Local Planning Authority. All measures forming part of such approved specification shall be undertaken and fully adhered to at all times when such implementation is in progress.

Reason: In the interests of traffic safety and having due regard to policies CS16, CS20 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.

- 10 No building foundations, overhead and underground services, trenches and other service excavations/installations on site shall be constructed for each phase until details have been submitted to and approved in writing by the Planning Authority. The works shall be carried out in accordance with the approved details.
Reason: To safeguard against undue damage to existing trees and/or other vegetation at and in the vicinity of the site and having due regard to policies CS11 and CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.
- 11 No development hereby permitted shall commence until plans and particulars specifying the layout, depth and capacity of all foul and surface water drains and sewerage disposal proposed to serve each phase, and details of any other proposed ancillary drainage works/plant (e.g. pumping stations) have first been submitted to and approved in writing by the Local Planning Authority. No dwelling or building shall be occupied until completion of the implementation of its drainage provision in full accordance with such plans and particulars as are thus approved by the Authority.
Reason: To safeguard the amenities of the locality and ensure that all such drainage provision is constructed to an appropriate standard and quality and having due regard to policies and proposals CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.
- 12 No development hereby permitted shall commence on each phase until plans and particulars specifying the alignment, width, gradient and type of construction proposed for all footways, roads and individual accesses thereto (including all relevant horizontal cross and longitudinal sections) and a programme for the implementation and making up of the same for each phase have been submitted to and approved in writing by the Local Planning Authority. The implementation and making up of the same shall be completed in full accordance with such plans, particulars and programme as are thus approved by the Authority.
Reason: To ensure that they are constructed to satisfactory standard and, where appropriate a standard which will enable them to be taken over as publicly maintained highways and having due regard to policies CS16 and CS20 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.
- 13 Construction of the buildings hereby permitted shall not 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 for each phase have first been submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with these approved details unless otherwise agreed in writing by the Local Planning Authority.
Reason: In the interests of the amenities of the locality and having due regard to policies CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.
- 14 Construction of the dwellings hereby permitted shall not commence until samples and details of all external facing and roofing materials for each phase have first been submitted to and approved in writing 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 the amenities of the locality and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework 2012.
- 15 No development hereby permitted shall commence until a specification of the materials to be used for the surfacing of all open parts of the site proposed to be

hardsurfaced (including semi-permeable materials) for each phase have first been submitted to and approved in writing by the Local Planning Authority. The development 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 the amenities of the locality and having due regard to policies CS11, CS16, and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.

- 16 Construction of the buildings hereby permitted shall not commence 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 for each phase have first been submitted to and approved in writing by the Local Planning Authority. No dwelling shall be occupied until completion of the installation of all its screening provision as is thus approved by the Local Planning Authority. At all times thereafter, all of that screening provision shall be retained in a wholly sound and effective condition.

Reason: To ensure the appearance of the development is satisfactory and having due regard to policies CS11, CS16 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.

- 17 No development hereby permitted shall commence until details of measures to be taken to comply with the recommendations of the submitted RPS Extended Phase 1 Habitat Survey dated 25 January 2012 for each phase have been submitted to and approved in writing by the Local Planning Authority. Such approved measures shall be completed prior to the occupation of the development unless an alternative date is first agreed with the Local Planning Authority.

Reason: In the interests of the amenities of the locality and nature conservation and having due regard to policies CS11, CS16, and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.

- 18 The buildings/dwellings hereby permitted shall not be occupied until plans and particulars specifying the provision to be made for external lighting of the same and the type of street lighting including calculations, contour illumination plans and means to reduce light pollution for each phase have 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. The approved details shall be adhered to at all times.

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) 2011 and The National Planning Policy Framework 2012.

- 19 Construction of the buildings hereby permitted shall not commence for each phase until a specification of the provision to be made for the storage and disposal of refuse has been submitted to and approved in writing by the Local Planning Authority. The development shall not be brought into use until the implementation of such provision for refuse has been completed in full accordance with such an approved specification.

Reason: To safeguard the amenity of the locality and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.

- 20 The development hereby permitted shall not be occupied until all hard and soft landscape works approved pursuant to Condition 4 above for each phase has been completed in accordance with the relevant recommendations of appropriate British

Standards or other recognised Codes of Good Practice, unless otherwise in accordance with a timetable agreed with the Local Planning Authority. Any trees or plants that, within a period of five years after planting, are removed, die or become, in the opinion of the Local Planning Authority, seriously damaged or defective, shall be replaced before the end of the next planting season with others of species, size and number as originally approved, unless agreed otherwise by the Local Planning Authority in writing.

Reason: To ensure the provision, establishment and maintenance of a reasonable standard of landscape in accordance with the approved designs and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.

- 21 No dwelling shall be occupied until space for the loading, unloading and parking of vehicles serving it has been provided within the site and surfaced and marked out in accordance with details to be agreed in writing with the Local Planning Authority. 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) 2011 and The National Planning Policy Framework 2012.

- 22 Construction of the dwellings hereby permitted shall not commence for each phase until details of cycle parking have been submitted to and approved in writing by the Local Planning Authority. No dwelling on the site shall be occupied until the approved cycle parking serving it has been provided. The approved cycle parking shall be retained thereafter for their intended purpose.

Reason: To encourage sustainable travel and having due regard to policies CS16, DM11 and DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.

- 23 No dwelling shall be occupied until the vehicular access and vehicular parking (including off street parking) serving it has been provided.

Reason: To ensure that development should not prejudice highway safety nor cause inconvenience to other highway users and having due regard to policies CS16, DM10 and DM13 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.

- 24 Prior to the occupation of any dwelling in each phase a Post Construction Certificate shall be submitted to the Local Planning Authority. The Certificate shall state that it has attained a minimum standard of Level 3 of the Code, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the development is carried out in accordance with Policy CS14 of the Havant Borough Local Plan (Core Strategy) 2011 and The National Planning Policy Framework 2012.

- 25 The development hereby permitted shall be carried out in accordance with the following approved plans:

Location Plan 1:2500

Land Survey 1:500@A0

Y0426-02C-ajt Barncroft Way Illustrative layout-1:200@A0

Y0426-02C-ajt Barncroft Way 1:500:A3

Y0426-04A-ajt Barncroft Way 1:200@A3

Y0426-07-ajt Land off Park Lane 1:200 @A3

Design and Access Statement

Planning Statement (including Statement of Community Involvement)

Transport Statement

HCC Preliminary Design Report and Feasibility Report

Arboricultural Report February 2011

Flood Risk Assessment 25/01/2011

Drainage Statement 04/10/10

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.

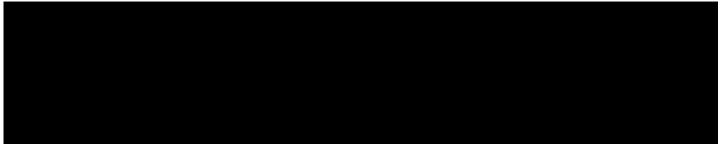
Havant Borough Core Strategy 2011

CS11	Protecting and Enhancing the Special Environment and Heritage of Havant Borough
CS13	Green Infrastructure
CS14	Efficient Use of Resources
CS15	Flood and Coastal Erosion
CS16	High Quality Design
CS17	Concentration and Distribution of Development within the Urban Areas
CS20	Transport and Access Strategy
CS21	Developer Requirements
CS6	Regeneration of the Borough
CS8	Community Safety
CS9	Housing
DM10	Pollution
DM11	Planning for More Sustainable Travel
DM13	Car and Cycle Parking on Residential Development
DM6	Coordination of Development
DM8	Conservation, Protection and Enhancement of Existing Natural Features

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 the effect on the character and appearance of the area, the effect on residential amenity, the effect on trees, highway implications, affordable housing and financial contributions. 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) Your attention is drawn to the provisions of Section 12 of the Hampshire Act 1983, relating to access for the Fire Brigade. A copy of the Act may be inspected at the Planning and Development Reception at the Civic Offices.

- (5) Before undertaking any work which affects a public highway (including a footpath) you must obtain specific written approval from the Head of Technical Services, Havant Borough Council, Civic Offices, Civic Centre Road, Havant PO9 2AX (tel. no (023)9244 6428/9). This requirement applies not only to the creation of new vehicle accesses involving excavation within a footway, verge or carriageway but also to the stopping of existing access(es) or the construction of new boundary walls and foundations immediately alongside the public highway.
- (6) You are advised that consent may be required from Southern Water Services Ltd to build in the vicinity of public sewer. You can inspect a copy of the Southern Water Services Maps of public sewers, which are held by Technical Services at the Civic Offices to determine the proximity of any public sewer to the proposed development. If you are in any doubt or need information regarding the procedure for obtaining consent from Southern Water Services Ltd, you should seek further advice from the Development Control Manager, Southern Water Services Ltd (01962 714585).



Service Manager (Planning Development)

xxxxxxxxxx