

file copy

DATED

22nd October

2012

CRAYFERN HOMES LIMITED

(1)

and

OTHERS

(2)

and

THE COUNCIL OF THE BOROUGH OF HAVANT

(3)

and

HAMPSHIRE COUNTY COUNCIL

(4)

DEED

Pursuant to (inter alia)

Section 106 of the Town and Country Planning Act 1990

Relating to land at

Land South of Scratchface Lane, adjacent to A3M and West of Brooklands Road and
Hillmead Gardens, Havant

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

THIS DEED is made the
BETWEEN

22nd

day of

October

2012

- (1) **STUART BENFORD MASON** of Manor Farm, Hambledon, Hampshire PO7 6RW and **ANDREW BENFORD MASON** of Gable End House, 70 Churchgate Street, Bury St Edmunds Suffolk IP33 1RL and **TIMOTHY NELSON MASON** of Rookwood Cottage, Dean Lane End, Rowlands Castle and **MELANIE JEAN FLINT** of Lone Barn, Catherington, Waterlooville Hampshire PO8 0SF (the "First Owner")
- (2) **JOHN ROBERT BROAD** of 15 Sea View Road, Drayton, Portsmouth, Hampshire PO6 1EN and **ANTHONY THOMAS BROAD** of 18 Brecon Avenue, Portsmouth, Hampshire PO6 1PH (the "Second Owner")
- (3) **ALAN DOUGLAS SLAPE** of 36 Brooklands Road, Bedhampton Havant, Hampshire PO9 3NT (the "Third Owner")
- (4) **KELLY ANNE BROAD** of 34 Brooklands Road, Bedhampton, Hampshire PO9 3NT (the "Fourth Owner")
- (5) **CRAYFERN HOMES LIMITED** (Company Registration Number 02703219) whose registered office is at Victoria House, 14 St Johns Road, Hedge End, Southampton, SO30 2AB (the "Developer" and the "Fifth Owner")
- (6) **BARCLAYS BANK PLC** (Company Registration Number 1026167) whose registered office is at 1 Churchill Place, London, E14 5HP ("Barclays")
- (7) **THE GUINNESS PARTNERSHIP LIMITED** (Industrial and Provident Act Number IP31693R) of 17 Mendy Street, High Wycombe, Buckinghamshire HP11 2NZ ("the Association")
- (8) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant Hampshire PO9 2AX ("the Council") and
- (9) **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire SO23 8UJ ("the County Council")

WHEREAS:

- (1) The Council is the local planning authority for the purposes of the Act and a local housing authority for the purposes of the Housing Act 1985 for the area within which the Land is situate
- (2) The County Council is the local planning authority for the purposes of the Act, the highway authority for Hampshire (save for trunk roads and special roads) and the transport authority for Hampshire for the purposes of the Transport Acts of 1985 and 2000 for the area within which the Land is situate
- (3) The First Owner is the freehold owner of the First Property free from encumbrances save only as mentioned in the Property and Charges Registers of title number SH8381.
- (4) The Second Owner is the freehold owner of the Second Property free from encumbrances save only as mentioned in the Property and Charges Registers of title number HP266669.
- (5) The Third Owner is the freehold owner of the Third Property subject to a mortgage in favour of Barclays but otherwise free from encumbrances save only as mentioned in the Property and Charges Registers of title number HP164469.
- (6) The Fourth Owner is the freehold owner of the Fourth Property free from encumbrances save only as mentioned in the Property and Charges Registers of title number HP142244.
- (7) The Fifth Owner is the freehold owner of the Fifth Property free from encumbrances save only as mentioned in the Property and Charges Registers of title number HP291227.
- (8) The Developer has with consent of the Owners made the Application.
- (9) The Association intends to acquire 39% of the residential units constructed on the Site for the provision of Affordable Housing.
- (10) Barclays is the registered proprietor of the charge over the Third Property dated 18th February 2005 and has agreed to enter into this deed to give its consent to the terms of this deed.
- (11) The First, Second, Third, Fourth and Fifth Owners are the freehold owners of the Land and a certificate from the Solicitor to the Owners has been produced to the Council that the First, Second, Third, Fourth and Fifth Owners are

immediately entitled to possession and subject only to the mortgage no other person having an interest therein at law or in equity save for assured shorthold tenants of the Fifth Property and licencees of the First Property.

- (12) The Council is the Local Authority for the purpose of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Deed will facilitate be conducive and incidental to the Council's functions
- (13) The Developer has submitted the Application to the Council and the Council will consider the Planning Permission pursuant to the Application.

NOW THIS DEED WITNESSETH as follows:

1. Statutory Powers

This Deed is made pursuant to:

- 1.1 Section 106 of the Act
- 1.2 Section 111 of the Local Government Act 1972 to the intent that (save as provided by Clause 17) it shall bind the Owners/Mortgagee and the successors in title to each and every part of the Land and its assigns

2. Interpretation

- 2.1 Reference in this Agreement to a Clause Schedule or Recital shall mean a Clause Schedule or Recital to this Agreement
- 2.2 Headings in this Agreement are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Agreement
- 2.3 In this Agreement where the context so admits:
 - 2.3.1 words importing one gender shall include all other genders
 - 2.3.2 words importing the singular shall include the plural and vice versa

3. Planning Obligations

The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and County 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

- 5.1 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.
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Affordable Housing:	means housing which is rented or sold (including an equity share in whole or part) below market levels by means of public or private subsidies such that it can be afforded by those whose incomes are insufficient for them to afford adequate housing locally on the open market.
Affordable Housing Land:	means that part of the Land to be used for the provision of the Affordable Housing Units
Affordable Housing Units:	means that part of the Development comprising 36 residential units (being 39% of the total residential units on the Development) of which 26 are to be available as Affordable Rented Units and 10 available as Shared Ownership Units or for sale on any other shared equity schemes together with car parking spaces as appropriate either within the curtilage of the unit or separate comprising 11no. 2bed houses of a minimum size of 67 sq.m, 21 no. 3bed houses of a minimum size of 82-94sq.m.and 4no.4bed houses of a minimum size of 108sq.m.
Affordable Housing Provider:	means either one or a combination of: (a) a body registered as a provider of social housing with the Social Housing Regulator under Part 2 of the Housing and Regeneration Act 2008 or such other class of body approved by the Council as may be constituted under any legislation replacing that provision ; or (b) such other body eligible to receive grant monies from the Council or the Homes and Communities Agency able to lawfully own or manage housing for Qualifying Persons in

Housing Need and approved by the Council;
or

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

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

the Application: shall mean the application submitted to the Council by the Developer given reference number APP/12/00612 for the Development

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

Commencement: means the carrying out in relation to the Development of any material operation as defined by section 56(4) of the Act but disregarding for the purposes of this deed and for no other purpose, the following operations:- demolition works; site clearance; ground investigations; site survey works; temporary access

construction works; archaeological investigation; investigations for the purpose of assessing contamination, remedial action in respect of contamination, diversion and laying of services and erection of any fences and hoardings around the Land and Commence and Commences shall be construed accordingly.

Common Parts:

means the parts of the Land which do not comprise a dwelling or the curtilage of a dwelling and shall without prejudice to the generality thereof include the roads, communal parking areas, footways, footpaths landscaped areas, amenity spaces, SUDS, Reptile Relocation Area, Wildlife Buffer Zone, the Public Right of Way and street furniture

Default Interest Rate:

4% per annum above the Base Rate. Base Rate being the base rate from time to time of Nat West Bank plc

the Development:

means development authorised by the Planning Permission consisting of outline application for the erection of 92no. open market and affordable dwellings comprising 4No. 1 bed flats; 5No. 2 bed flats; 26No. 2 bed houses; 48No. 3 bed houses; 9No. 4 bed houses; new pumping station; new vehicular access from Brooklands Road including demolition of 2No. dwellings; and new pedestrian and cycle accesses onto Scratchface Lane and Portsdown Hill Road.

Dwelling:

any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission.

Eligible Persons:	means persons who are unable to afford housing accommodation on the open market (whether by renting or purchasing) within the administrative area of the Council and who are on those registers retained or referred to by the Council from time to time in the discharge of its housing function and the expression "Eligible Person" shall be construed accordingly
Employment and Skills Plan:	means a scheme for the improvement and benefit of the local labour market and economy, by raising skills and enabling local people to compete for the jobs generated, in a form as set out in Schedule 6 to the reasonable satisfaction of the Council.
First Property:	means land on the South Side of Scratchface Lane, Bedhampton, Havant registered at the land registry with title absolute under title number SH8381
Fourth Property:	means 34 Brooklands Road, Bedhampton, Havant registered at the land registry with title absolute under title number HP142244
Fifth Property:	means that part of the Land situate at 32 Brooklands Road, Bedhampton, Havant registered at the land registry with title absolute under title number HP291227 shown on the Plan and thereon edged blue
Highways Agreement:	means an agreement for road alteration and improvement pursuant to (inter alia) Section 278 of the 1980 Act in a form to be agreed to the satisfaction of the County Council.

the Highway Contribution:

means the sum of £341,974 (Three Hundred and Forty One Thousand Nine Hundred and Seventy Four Pounds) being a contribution (to be applied at such time and in such manner as the County Council shall in its absolute discretion determine) to the costs incurred by the Council County Council and /or the Highway Authority for the Council's area in the design, promotion, procurement, provision, operation and implementation Sustainable transport measures for the area in which the Land is situated.

Index Linked:

means increased in accordance with the following formula such indexation shall only be applied in circumstances where the RPI at the date of payment stands at a higher level than it did at 1 April 2012: The amount payable = the payments specified in paragraph 1 of Schedule 1 x (A/B) where:

A= the figure for the Retail Prices Index (All Items) that applied immediately preceding the Payment Date.

B= the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this deed.

the Land:

the First Property, the Second Property, the Third Property, the Fourth Property and the Fifth Property as the same are shown indicatively edged red on the Location Plan

Local Connection:

means a connection to the administrative area of the Council by virtue of:

	a) existing or previous residence; b) employment; c) close family links through parents or siblings or offspring or d) any other connection as agreed with the Affordable Housing Provider and Council.
Location Plan	the plan marked 'A' attached in Schedule 4 showing location of the development
Management Company:	means a company or other body to be charged with the management of the Common Parts in accordance with paragraph 3 of Schedule 2
Market Housing Units:	means that part of the Development which is general market housing for sale on the open market and which are not Affordable Housing Units.
Mortgagee:	Barclays
Occupation:	means occupation of any Dwelling comprised within the Development for residential purposes and Occupy shall be construed accordingly
Open Space Contribution:	means the sum payable in accordance with Paragraph 1 of .Schedule 2
Owners:	means the First Owner, the Second Owner, the Third Owner, the Fourth Owner and the Fifth Owner acting and being obliged by this Agreement jointly and severally and being a person or persons identified in accordance with Section 106 (9)(c) of the Act.

Payment Date:	the date of practical completion of fifty per centum of the buildings approved by the Planning Permission
Plan:	means the plan annexed hereto in Schedule 4 numbered 0212_10b
the Planning Permission:	means the outline planning permission if granted for the Development
Public Access Areas:	means areas of the Land provided for access by the public in perpetuity shown indicatively on the Plan by the hatched blue and cross hatched blue
Public Right of Way:	means a public right of way to be formed across the Land in accordance with the provisions of paragraph 4 of Schedule 2 of this agreement which will constitute an agreement under section 25 Highways Act as shown cross hatched black for the cycleway and hatched red for the footway on the Plan
Registered Provider:	means a Registered Provider as defined in Part 1 of the Housing Act 1996 registered by the Tenant Services Authority or any successor body pursuant to Section 3 of that Act and not removed from the register pursuant to section 4 of that Act and has been notified in writing to the Council and includes the Association
Rented Units:	means Affordable Rented Units or Social Rented Units and the expression "Rented Units" shall be construed accordingly

Reptile Relocation Area:	means that area of land shown coloured brown on the Plan for the relocation of reptiles within the Land
Residential Travel Plan:	means a travel plan for any phase of Residential Development pursuant to the Planning Permission in accordance with the framework set out in paragraph 2 of Schedule 1
Second Property:	means Towers Farm, Portsdown Hill Road, Bedhampton, Havant registered at the land registry with title absolute under title number HP266669
Shared Ownership Units:	means dwellings which are owned and managed by or in partnership with an Affordable Housing Provider, constructed and sold to Eligible Persons by way of a shared ownership lease and complying with the general terms of the Homes and Communities Agency and the principal mortgage lending bodies.
Social Rented Units:	means those residential property owned and managed by a Registered Provider for which guideline target rents are determined through the national rent regime as set out in the Three Year Review of Rent Restructuring (July 2004)
Solicitor:	means the solicitor giving the certificate in Schedule 3
Subsidy:	means any social housing grant or similar provided by the Council or the Homes and Communities Agency or other such body as may succeed it

SUDS Area:	means a scheme of Sustainable Urban Drainage set out in the areas of land shown coloured blue on the Plan
TCPA 1990:	means the Town and Country Planning Act 1990 as amended.
Tenant Services Authority:	means the body charged under the Housing and Regeneration Act 2008 or its statutory successor to its functions with the functions of regulating the provision of Affordable Housing within the Council's administrative area by a Registered Provider or such other successor body
Third Property:	means 36 Brooklands Road, Bedhampton, Havant registered at the land registry with title absolute under title number HP164469
Traffic Regulation Order Contribution:	means a sum or sums of money (such sum or sums not to exceed £5,000) paid or to be paid to the Council in accordance with the provisions contained in Paragraph 2 of Schedule 2 (to be applied at such time and in such manner as the Council shall in its absolute discretion determine) to the costs incurred by the Council and/or the County Council in the design promotion procurement provision operation and implementation of a Traffic Regulation Order to restrict the parking of cars within the vicinity of the Land
Travel Plan Cash Deposit:	means the sum or sums of money payable by the Owners to the County Council in respect of their obligations under the Residential Travel Plan provided that the same shall not exceed the sum of £16500 in accordance with the Residential Travel Plan

provisions contained in Schedule 1 Clause 2.

Travel Plan Monitoring: means the sum of £3,000 per annum payable by Owners to the County Council in accordance with Schedule 1 Clause 2.

VAT: means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any additional replacement tax.

Wildlife Buffer Zone: means the area of land shown indicatively on the Plan coloured green

Working Day: means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

- 5.2 Clause headings shall not affect the interpretation of this deed
- 5.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 5.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 5.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 5.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 5.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 5.8 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this deed; provided that, as between the parties, no such amendment, extension or re-enactment shall apply to this deed to the extent that it would impose any new or extended obligation, liability or restriction, on, or otherwise adversely affect the rights of, any party.
- 5.9 A reference to a statute or statutory provision shall include any subordinate

legislation made as at the date of this deed under that statute or statutory provision.

- 5.10 A reference to writing or written does not include faxes or e-mail.
- 5.11 A reference to "this deed" or to any other agreement or document referred to in this deed is a reference to this deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 5.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this deed.
- 5.13 An obligation in this deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 5.14 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 5.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

6 Statutory provisions

- 6.1 This deed constitutes a planning obligation for the purposes of section 106 of the Act, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and any other enabling powers.
- 6.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owners with the intention that they bind the interests held by those persons in the Land and their respective successors and assigns.
- 6.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council and the County Council as appropriate in accordance with section 106 of the Act.

7 Conditionality

- 7.1 With the exception of clauses 1, 2, 3, 7, 10, 11, 13, 15, 20, 21 and 23 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

8 Covenants to the Council and the County Council

- 8.1 The Owners and (should it take possession of any part of the Land or exercise powers of sale under its security) the Mortgagee covenants with the Council to observe and perform the covenants, restrictions and obligations contained in Schedules 1 and 2 and with the County Council to observe and perform the covenants, restrictions and obligations contained in Schedule 1.
- 8.2 From the date that the Association has a legal interest in the Land or any part

of such Land the Association covenants with the Council to observe and perform the covenants restrictions and obligations contained in paragraph 5 of Schedule 2

9 Indexation

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

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

10 Mortgagee's consent

10.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Land shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of their interest in the Land.

10.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Land.

11 Release

11.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Land, except in respect of any breach subsisting prior to parting with such interest.

12 Determination of deed

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

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

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

13 Local land charge

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

14 Interest on late payment

14.1 Where any sum or amount has not been paid to the Council or the County

Council by the date on which it is due, the Owners shall pay the Council or the County Council, as appropriate, interest at the Default Interest Rate on that amount for the period from the due date up to and including the date of payment.

15 Ownership

15.1 The Owners warrant that no person other than the Owners and the Mortgagee and the Developer has any legal interest in the Land.

15.2 The Owners have produced in Schedule 3 a certificate of the Solicitor with the intention that the Council may and shall rely upon the truth of the matters therein certified namely that;

- (a) the Owners are immediately entitled to possession and occupation of a freehold estate respectively in those parts of the Land referred to as the First Property, the Second Property, the Third Property the Fourth Property and the Fifth Property subject only to the mortgage (if any) previously recited no other person having an interest therein at law
- (b) in the case that any part of the Land is subject to any previously recited mortgage no other mortgage or charge has been registered at the Land Registry at the date hereof

16 Reasonableness

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

17 Cancellation of entries

17.1 On the written request of the Owners at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council or the County Council, as appropriate, will issue a written confirmation of such performance or discharge.

17.2 Following the performance and full satisfaction of all the terms of this deed or if this deed is determined pursuant to clause 12 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owners cancel all entries made in the local land charges register in respect of this deed.

18 Disputes

18.1 If any dispute arises out of this deed, the dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors. The arbitrator shall act in accordance with the Arbitration Act 1996

and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

19 No fetter of discretion

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

20 No compensation payable

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

21 Waiver

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

22 Future Permissions

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

23 Notices

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

24 Third party rights

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

25 Severance

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

25.2 If any invalid, unenforceable or illegal provision of this deed would be valid,

enforceable and legal if some part of it were deleted, the parties shall amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original intention.

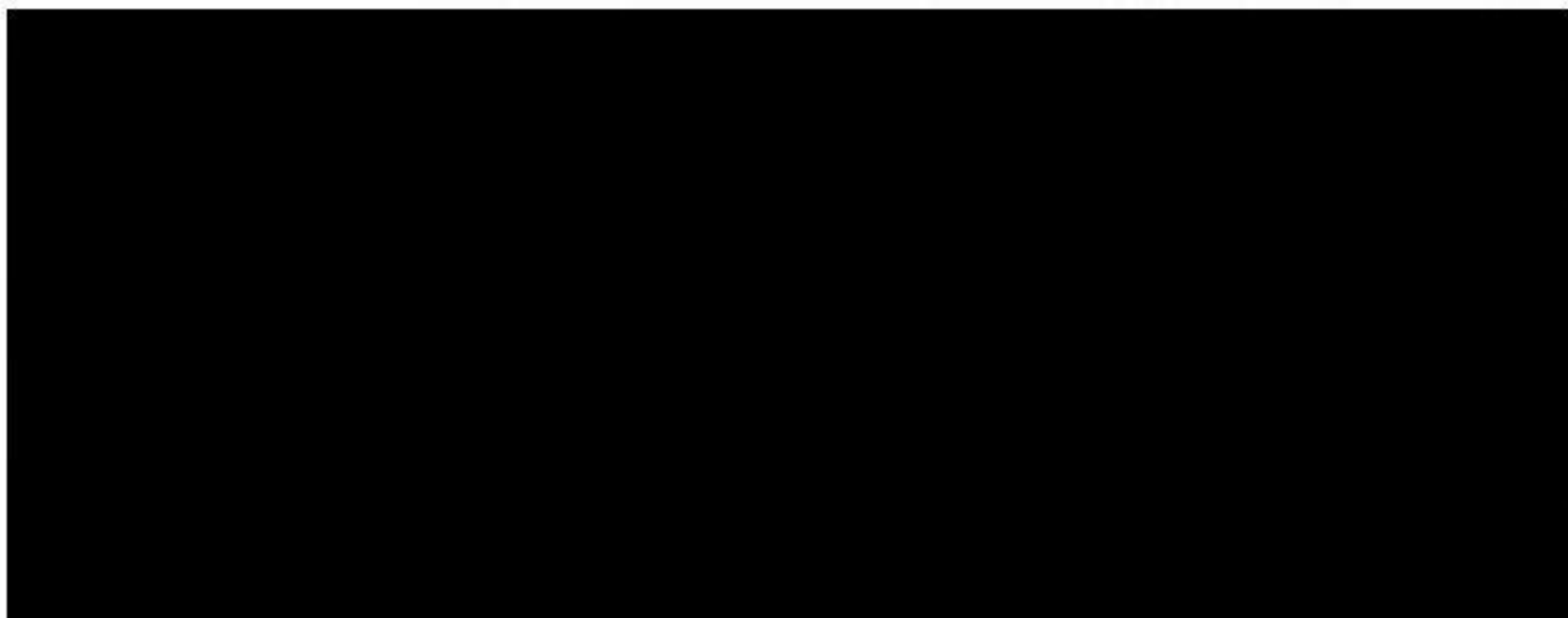
26 Value added tax

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

27 Governing Law

- 27.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 27.2 This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

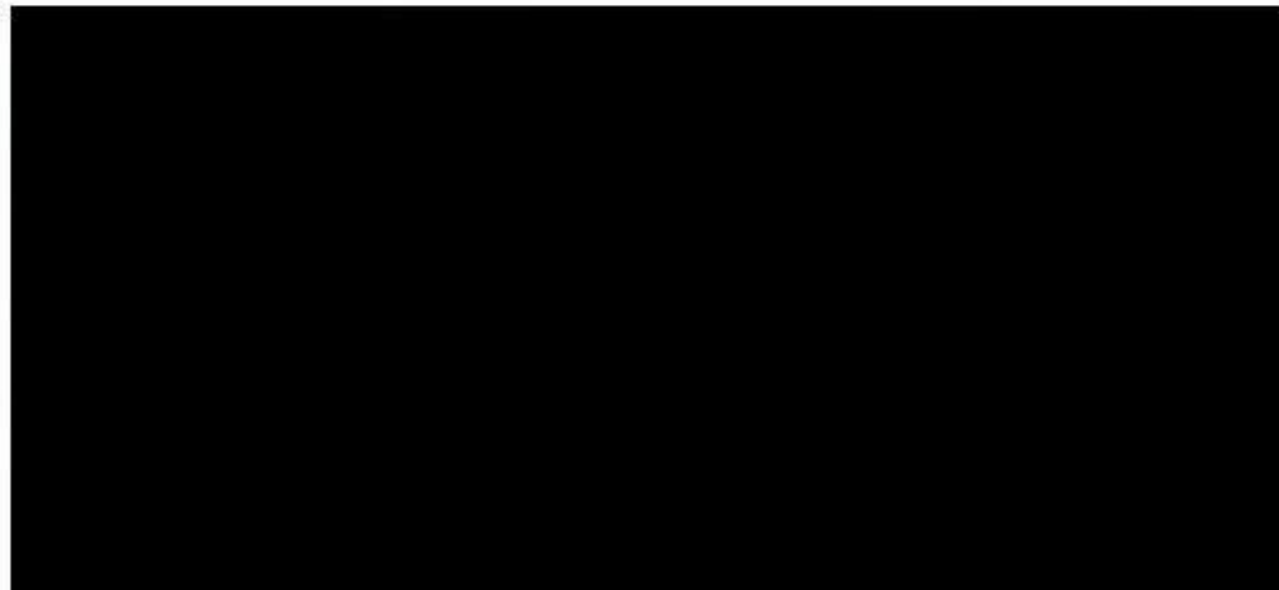
EXECUTED as a DEED by)
STUART BENFORD)
MASON in the presence of:)



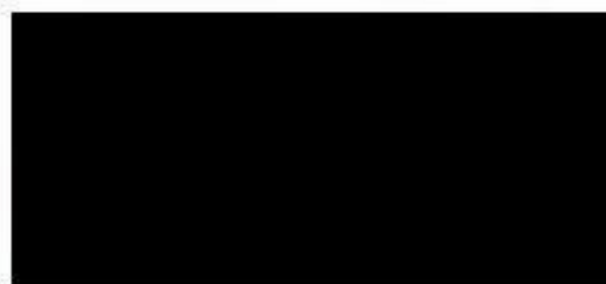
Signature of witness:

Name:

Address:



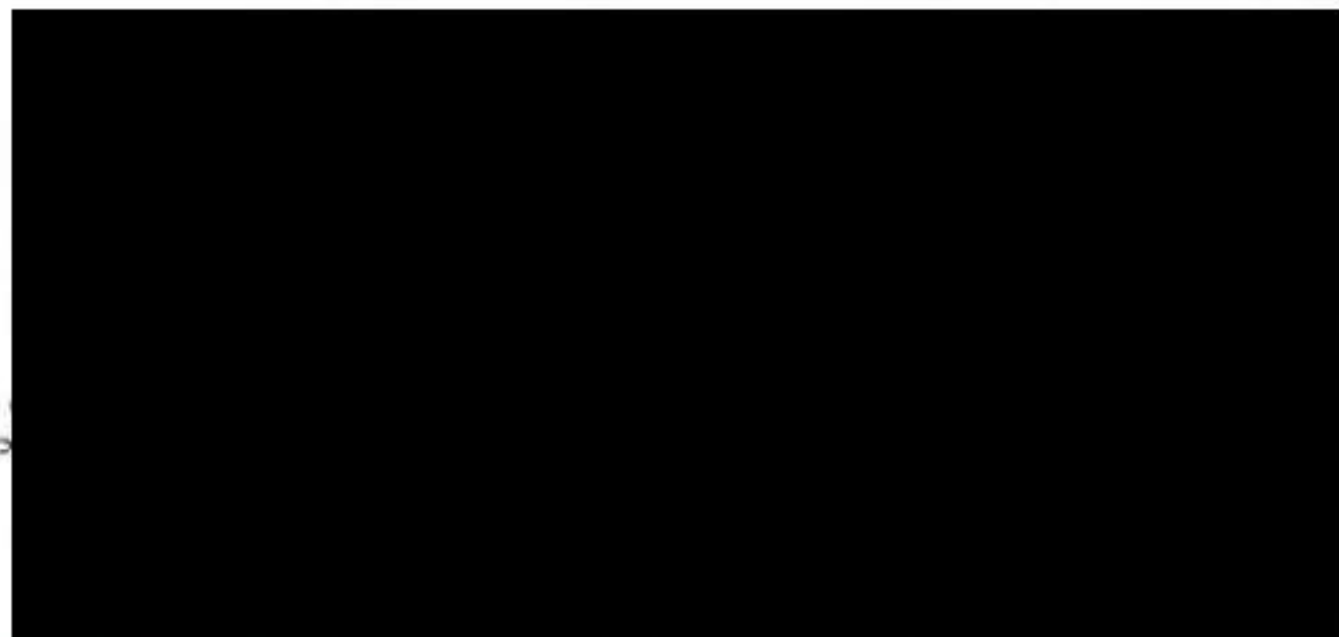
EXECUTED as a DEED by)
ANDREW BENFORD)
MASON in the presence of:)



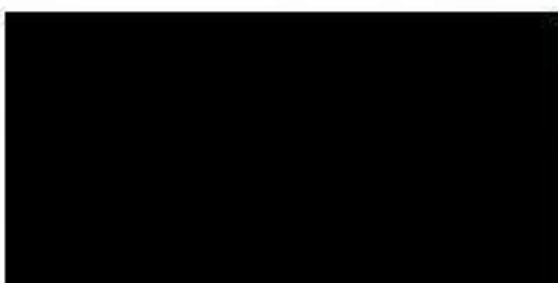
Signature of witness:

Name:

Address:



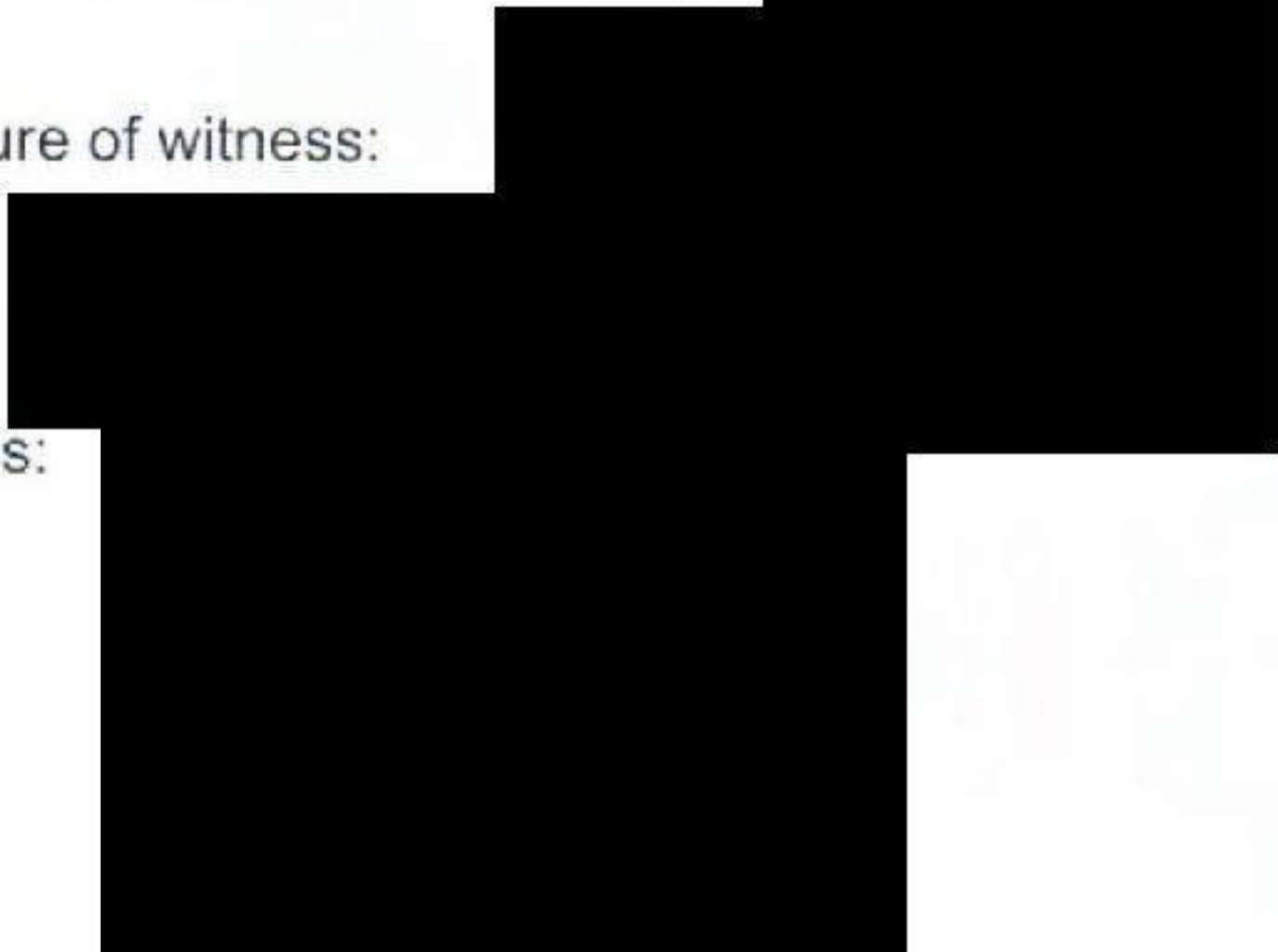
EXECUTED as a DEED by)
TIMOTHY NELSON MASON)
in the presence of:)



Signature of witness:

Name:

Address:



EXECUTED as a DEED by
MELANIE JANE FLINT in
the presence of:

Signature of witness:

Name:

Address:

EXECUTED DEED

JOHN ROBERT
the presence of:

Signature of witness

Name:

Address:

EXECUTED as a DEED by
ANTHONY THOMAS
BROAD in the presence of:

Signature of witness

Name:

Address:

EXECUTED as a [REDACTED]

ALAN DOUGLAS

the presence of:

Signature of witness

Name:

Address:

EXECUTED as a [REDACTED]

the presence of:

Signature of witness

Name:

Address:

EXECUTED as a **DEED**

For and on behalf of

BARCLAYS BANK PLC

by its authorised signatory

Signed for and on behalf of **BARCLAYS BANK PLC** by

as duly appointed Attorney under a Power of Attorney

dated 28 Feb 2001

Witness

Authorised Signatory

EXECUTED as a **DEED** by
affixing the Common Seal of
THE GUINNESS
PARTNERSHIP LIMITED in
the presence of:



[Redacted]
Authorised Signatory

[Redacted]
Authorised Signatory

EXECUTED as a **DEED** by)
CRAYFERN HOMES)
LIMITED acting by a director)
and its secretary or two)
directors:

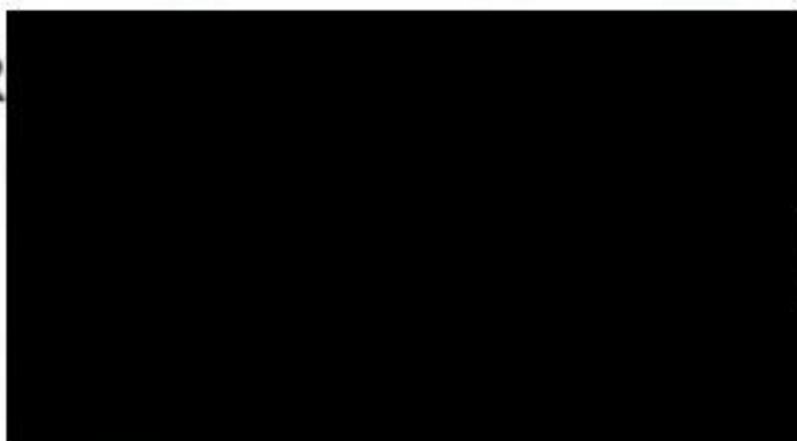
Name of Director

Signature:

Name of Director

Signature:

EXECUTED as a **DEED**
using the **COMMON SEAL** of
THE COUNCIL OF THE BOR
by its authorised signatory

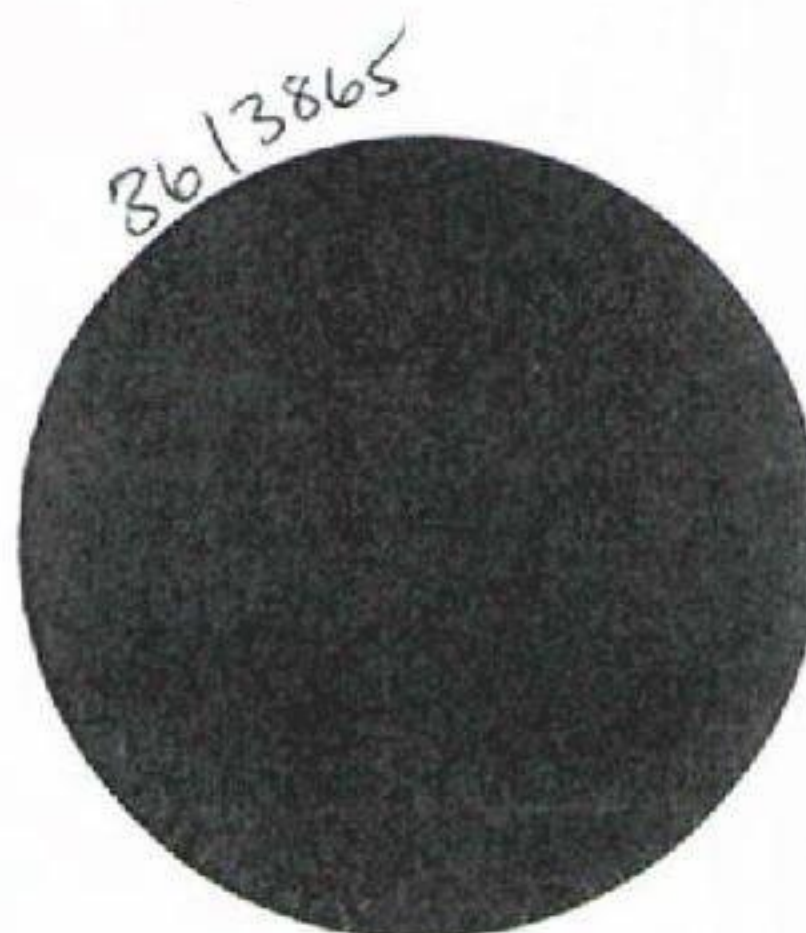


Authorised Signatory

EXECUTED as a **DEED**
using the **COMMON SEAL** of
HAMPSHIRE COUNTY COUNCIL
by its authorised signatory



Authorised Signatory



Schedule 1

Covenants to the Council and the County Council

The Owners covenant:

HIGHWAY CONTRIBUTION

1. On or before Commencement of Development to pay or cause to be paid to the County Council the sum of £170,987 and before Occupation of the 46th Dwelling comprised in the Development to pay or cause to be paid to the County Council the sum of £170,987 towards the cost of transport improvements including but not limited to:-

- Shared off road pedestrian/cycle path including on road advisory cycleway – in the vicinity of Hulbert Road/Park Lane.
- Conversion of footpath to shared use on Hulbert Road and provision of on-road cycle route on Newbarn Road
- Off road shared cycleway from A2030 Havant Road and Bidbury Lane,
- Bedhampton to Harts Farm Way via Bidbury Mead upgrade of footpath 30 to shared cycle route
- Hulbert Road/Bedhampton traffic signalled junction – safety improvements to right turning vehicles
- Bus stop/shelter upgrades on routes 21, 23 and 36
- Bedhampton Rail Station footbridge cycle wheel gully
- Staunton Road footbridge cycle wheel gully
- Scratchface Lane to Crookhorn Lane upgrade Bridleway for shared use.

Residential Travel Plan

2. The Owners covenant

- 2.1 Prior to Commencement of the Development to prepare and submit a draft of the Residential Travel Plan to the County Council for its approval in writing such Residential Travel Plan to be based on the Residential Travel Plan Framework contained in Schedule 5;
- 2.2 Prior to Occupation of the Development to pay the first year's amount of the Travel Plan Monitoring Fee to the County Council
- 2.3 Not to Occupy the Development unless and until the Residential Travel Plan has been approved in writing by the County Council
- 2.4 Not to amend the Residential Travel Plan without the prior written approval of the County Council
- 2.5 Not to use the Development otherwise than in accordance with the approved Residential Travel Plan (including any approved amendments to them)
- 2.6 Prior to the Occupation of the Development to appoint a Travel Plan Co-Ordinator PROVIDED THAT:-
 - 2.6.1 the post of the Travel Plan Coordinator shall be retained for a period of no less than five (5) years from the date of his first appointment;
 - 2.6.2 the Travel Plan Coordinator shall be responsible for (amongst other things) monitoring the performance of the Residential Travel Plan;
 - 2.6.3 the Travel Plan Coordinator shall provide a progress report (as to the performance of the Residential Travel Plan) to the County Council no less than once every year throughout the monitoring period being five years from the date of first Occupation
- 2.7 Not to occupy the Development unless and until the Travel Plan Cash Deposit has been paid to the County Council PROVIDED THAT:-
 - 2.7.1 if monitoring of the Residential Travel Plan (in accordance with the terms of this Deed) indicates that the terms and provisions of the approved Residential Travel Plan are not being complied with the County Council shall by written notice require the Owners to take such steps as are reasonable and necessary to remedy such breach and

shall provide the Owners with a reasonable period within which to do so;

- 2.7.2 if the Owners fail to remedy the breach within the period set out in the notice received pursuant to sub-paragraph 2.7.1 above the County Council shall be entitled to use the Travel Plan Cash Deposit as appropriate and as may be required for the County Council to remedy the said breach and (if required to do so by the County Council) the Owners shall top up the Travel Plan Cash Deposit by such amount or amounts as may be necessary to ensure that the same are commensurate with the Owners' residual liability under the approved Residential Travel Plan
- 2.7.3 if the Owners implement and perform any of the terms and provisions of the approved Residential Travel Plan and provide written evidence of the same to the County Council the Cash Deposit shall be reduced by such amount as may be agreed between the Owners and the County Council;
- 2.7.4 on the sixth anniversary of the first Occupation of the Development and upon receipt of written evidence from the Owners to the County Council that it has implemented and performed all of the terms provisions measures and/or targets as set out in the approved Residential Travel Plan the Travel Plan Cash Deposit or any residue thereof shall be returned to the payee with any interest accrued thereon

Highways Agreement

- 3. Not to Commence Development unless and until they have entered into the Highway Agreement with the County Council

Reptile Relocation Area

- 4. The Owners will prior to Commencement of Development provide and lay out the Reptile Relocation Area within the Land and will construct a Walkway at ground level through the Reptile Relocation Area in accordance with a reasonable specification provided by Davog McCloskey.

Schedule 2

Covenants to the Council

The Owners covenant with the Council:

Open Space Contribution

1. The Owners shall pay to the Council the Open Space Contribution in the following instalments;
 - 1.1 Sixty One Thousand Nine Hundred and Twenty One Pounds and Seventy Five Pence (£61,921.75) on or prior to Commencement
 - 1.2 Sixty One Thousand Nine Hundred and Twenty One Pounds and Seventy Five Pence (£61,921.75) on or before the Payment Datebeing contributions (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 new housing development

Traffic Regulation Contribution

2. Following the written request of the Council at any time during the period beginning from Commencement of Development and ending 3 years from first occupation of the final unit of the Development pay to the Council such sum (providing such sum shall not exceed £5,000) as the Council may reasonably require for the purpose of implementing (which reference shall include all connected surveys, administration, supervision and the carrying out of) such traffic management measures as they consider appropriate to ensure that any overspill parking from the Development does not interfere with the capacity, operation or safety of the adjoining local highway network within a radius of 200 metres from the Land and where there is a reasonable expectation that parking on any of the same will be affected by the roads detailed below:-
 - Portsdown Hill Road from its junction with Belmont Junction to its junction with Glebe Park avenue
 - Pennant Hills
 - Maylands Road

- Brooklands Road
- Woodville Road
- Springfield Close
- Penhurst Road
- Hillmead Gardens
- Scratchface Lane from its junction with Hillmead Gardens to it's junction with Maylands Road
- Alderwood Close
- Littlepark Avenue from its junction With Park Lane until it's junction with Hazlewood Avenue

Management Company

- 3.1 Prior to the expiry of six months from Commencement of Development to supply to the Solicitor to the Council for written approval by the Council (such approval not to be unreasonably withheld or delayed):-
- 3.1.1 a draft memorandum and articles of association for the Management Company and/or a draft of the transfer/lease for the purpose of managing maintaining and cleansing of the Common Parts
 - 3.1.2 proposals for arrangements to secure the future maintenance of the Common Parts by the Management Company (which may include a Transfer of the Common Parts to the Management Company or the granting of a long lease of the Common Parts by the Owners in favour of the Management Company) so as to ensure that the Common Parts are properly maintained such proposals to include details of how the costs of street lighting charges, cleaning and maintaining the Common Parts, shall be met (by residents of the Development or otherwise)
 - 3.1.3 proposals for arrangements to secure the future access for the public to the Public Access Areas, Reptile Relocation Area and Cycle Route
- 3.2 Any submission of documents or details to the Council pursuant to this Schedule shall include a reference to the Planning Permission the date and parties to this agreement, and the paragraph under which approval is sought, together with a statement of the date by which a decision must be given by the Council

- 3.3 The Council shall give notice to the Owners of its decision to either approve (with or without modifications) or to refuse to approve the details submitted by the Owner under Paragraph 3.1.1 and 3.1.2 above within one month of receipt of such details and in the event that the Council fails to give such notice the details as submitted shall be deemed to have been approved
- 3.4 Forthwith after the approval by the Council of the proposed memorandum and articles of association and/or the said transfer (which approval may include such reasonable modifications as the Council considers appropriate) the Owners shall take all necessary steps to secure the formation and registration of the Management Company at Companies House (taking into account any modifications required by the Council) and to notify the Council accordingly within seven days of the completion of the registration of the Company
- 3.6 The Owners shall repair and maintain the Common Parts to the reasonable satisfaction of the Council until such time as the Management Company is registered and the maintenance arrangements to be approved by the Council (such approval not to be unreasonably withheld or delayed) have been completed and the Common Parts have been transferred to the Management Company and all Dwellings on the Land have been sold or leased.
- 3.7 At any time prior to the expiry of six months from the Commencement of Development the Owners may submit to the Council for its written approval alternative proposals for the maintenance and upkeep of the Common Parts, (such approval not to be unreasonably withheld or delayed) and in relation to any such alternative arrangements the provisions of paragraphs 3.1 3.2 3.3 3.4 3.5 and 3.6 of Schedule 2 shall apply to the extent that the Owners shall remain responsible for the maintenance and upkeep of the Common Parts, without prejudice to the generality of paragraph 3.1.2 above until such alternative arrangements (as approved by the Council) have been fully implemented

Public Right of Way

4. Prior to the completion of the Development the Owners will construct the Public Right of Way so as to enable the public to use the same in perpetuity.

Affordable Housing

- 5.1 To provide 39% of the total number of units within the Development as Affordable Housing Units

- 5.2 To ensure that the Affordable Housing Units within the Development will be integrated and compatible with the design of the Market Housing Units.
- 5.3 To ensure that no more than 17 of the Market Housing Units are constructed prior to the transfer of at least 23 of the Affordable Housing Units to an Affordable Housing Provider or Eligible Person (on either a freehold basis or long leasehold of at least 125 years) and thereafter the remaining Affordable Housing Units shall be constructed contemporaneously with any adjoining Market Housing Units to provide a mixed development.
- 5.4 That the Affordable Housing Units will be constructed to at least the minimum standard required by the Homes and Communities Agency (or such other successor body's standards) Design and Quality Standards (2007) and the Code for Sustainable Homes published by the Government (or such replacement guidance)
- 5.5 Where the Owners intend to provide Affordable Rented Units in association with an Affordable Housing Provider they shall only be used if the Affordable Housing Provider can demonstrate to the Council:
 - 5.5.1 A good judgement by the Tenant Services Authority or successor body; and
 - 5.5.2 acceptable sustainable management arrangements and community development policies.
- 5.6 The transfer to the Affordable Housing Provider of the Affordable Housing Land shall contain the following:
 - 5.6.1 a covenant not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing and
 - 5.6.2 a covenant not to dispose of any of the Affordable Housing Units other than for the purpose of providing Affordable Housing to Eligible Persons, and
 - 5.6.3 a covenant requiring the Affordable Housing Provider to enter into an agreement with the Council granting the Council the right to nominate 100 per cent of the Occupiers of the Rented Units when initially let and on subsequent true voids up to 100% of the Occupiers or such other percentage agreed between the Affordable Housing Provider and the Council, and

- 5.7 Where the Owners intend to provide management services for any Affordable Rented Units in association with an Affordable Housing Provider they shall only be used if the Affordable Housing Provider can demonstrate to the Council that they are approved and regulated for such activities by the Tenant Services Authority or any successor body.
- 5.8 The Affordable Housing Units shall only be occupied by Eligible Persons.
- 5.9 None of the provisions of paragraphs 5.1 to 5.8 of this Schedule 2 will be binding on any of the following:
- 5.9.1 Any Chargee of the Association or any Registered Provider in respect of the Affordable Housing Land;
 - 5.9.2 Any tenant exercising any right to acquire or right to buy an individual Affordable Housing Unit or their Chargee; and
 - 5.9.3 Any shared owner or home buy tenant or their Chargee who acquires 100% of the equity in any individual residential dwelling forming part of the Affordable Housing Land.

and the successors in title and those deriving title from any of the above.

- 5.10 The Affordable Housing Units provided on the Land will be monitored in order to ensure compliance with the obligations in these paragraphs 5.1 - 5.10 of this Schedule 2 and the Affordable Housing Provider will on written request from the Council 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 Subsidy 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.

SUDS

- 6.1 The Owners will design a SUDS Scheme for the SUDS Area in accordance with the CIRIA c697-SUDS Manual or any equivalent and updated national

design guidance as it may become available prior to obtaining the consents referred to in paragraph 2 below.

6.2 The Owners will obtain all necessary statutory consents (including reserved matters approval) for the SUDS scheme and to confirm that the design of the SUDS Scheme is such that the Environment Agency is satisfied with the adequacy of the SUDS Scheme to serve the Development.

6.3 Following approval of the SUDS Scheme by the Environment Agency the Owners will deliver in writing with the Council prior to Commencement of Development the following:

6.3.1 The extent of the SUDS Scheme necessary to serve the Development and an indicative programme together with illustrative drawings for the comprehensive delivery of the SUDS Scheme; and

6.3.2 A maintenance regime document for the SUDS Scheme to ensure its correct functioning and operation until transfer of the Common Parts to a management company or if earlier adoption by the approved body.

6.4 The Owners will ensure that the SUDS Scheme designed for the Development shall be so designed as to attenuate flows on the Land so as not to exceed the agreed calculated greenfield run-off rate from the Land as set out in the table below:

Return Period (years)	Existing Greenfield Runoff Rate to Outfall A (l/s)	Existing Greenfield Runoff Rate to Outfall B (l/s)	Existing Greenfield Runoff Rate to Outfall C (l/s)
1	1.9	5.3	3.3
GBAR (2.33)	2.2	6.2	3.8
30	5.0	14.1	8.1
100	7.0	19.8	12.2

6.5 The Owners will design the detention basins in accordance with the method prescribed in the Flood Risk and Drainage Assessment report prepared by Stuart Michael Associates in July 2010.

6.6 The Owners covenant:-

6.6.1 To provide to the Council prior to Commencement of Development the design of the SUDS Scheme including the provision of features necessary within the Development and without prejudice to the generality thereof (*inter alia*);

6.6.1.1 All relevant drawings and design calculations; and

6.6.1.2 A copy of the consents and evidence referred to in paragraph 6.2 above.

6.6.2 To agree in writing with the Council prior to Commencement of Development the designs for the SUDS Scheme together with a programme for its construction and delivery.

6.6.3 To construct the SUDS Scheme in accordance with the approved design and the programme agreed in accordance with paragraph 6.6.2 above .

6.6.4 Not to permit occupation of any Residential Unit within the Development unless and until the SUDS scheme has been constructed and is ready for use in accordance with the provisions of paragraph 6 of this Schedule 2.

6.6.5 To maintain the SUDS Scheme in accordance with the maintenance regime to be agreed in paragraph 6.3.2 above until transfer of the Common Parts to a management company or if earlier adoption by the approved body.

6.6.6 To provide to the Council a performance bond ("Bond") issued by a clearing bank or other institution (hereinafter called "the Surety") approved by the Council (such approval not to be unreasonably withheld or delayed) in a form agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) for the cost of construction of the SUDS scheme.

6.6.7 The Bond shall be to the effect that:

- If the Owner shall fail to construct the SUDS scheme in accordance with the provisions contained in this paragraph 6 of

Schedule 2 or prior to completion of such construction shall be adjudicated bankrupt or shall go into liquidation voluntarily or otherwise or shall execute a deed of assignment for the benefit of or otherwise compound with its creditors (except for the purpose of reconstruction or amalgamation) the Council may without prejudice to its other rights remedies and powers against the Owner for such failure require by written notice the Surety to pay the Council a sum equivalent to any expenditure which the Council may incur in carrying out the construction of the SUDS scheme and also the Council's reasonable legal costs properly arising from the provision of the SUDS scheme for which sum the Surety binds itself and its successors and assigns to the Council.

- Such Bond to be provided prior to Occupation of any Residential Unit within the Development and to endure until the SUDS scheme is adopted or if earlier the date of completion of construction of the Development.

Employment and Skills

7.1 Prior to Commencement of the Development to submit to the Council for written approval the Employment and Skills Plan and not to Commence the development or permit Commencement until an Employment and Skills Plan has been approved by the Council (a template is set out in Schedule 6 in order to provide a guide for the plan's completion).

7.2 the Employment and Skills Plan shall include arrangements setting out how the Owner and to the extent they are not the same person any developer or Occupier and their contractors will work directly with local employment/training agencies as part of an employment and training consortium including but not limited to:

7.2.1 Jobcentre Plus and the Skills Funding Agency; and

7.2.2 Voluntary and private sectors providers; and

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

7.3 The Employment and Skills Plan shall specify the provision for training opportunities and other initiatives in respect of the vocational and employability

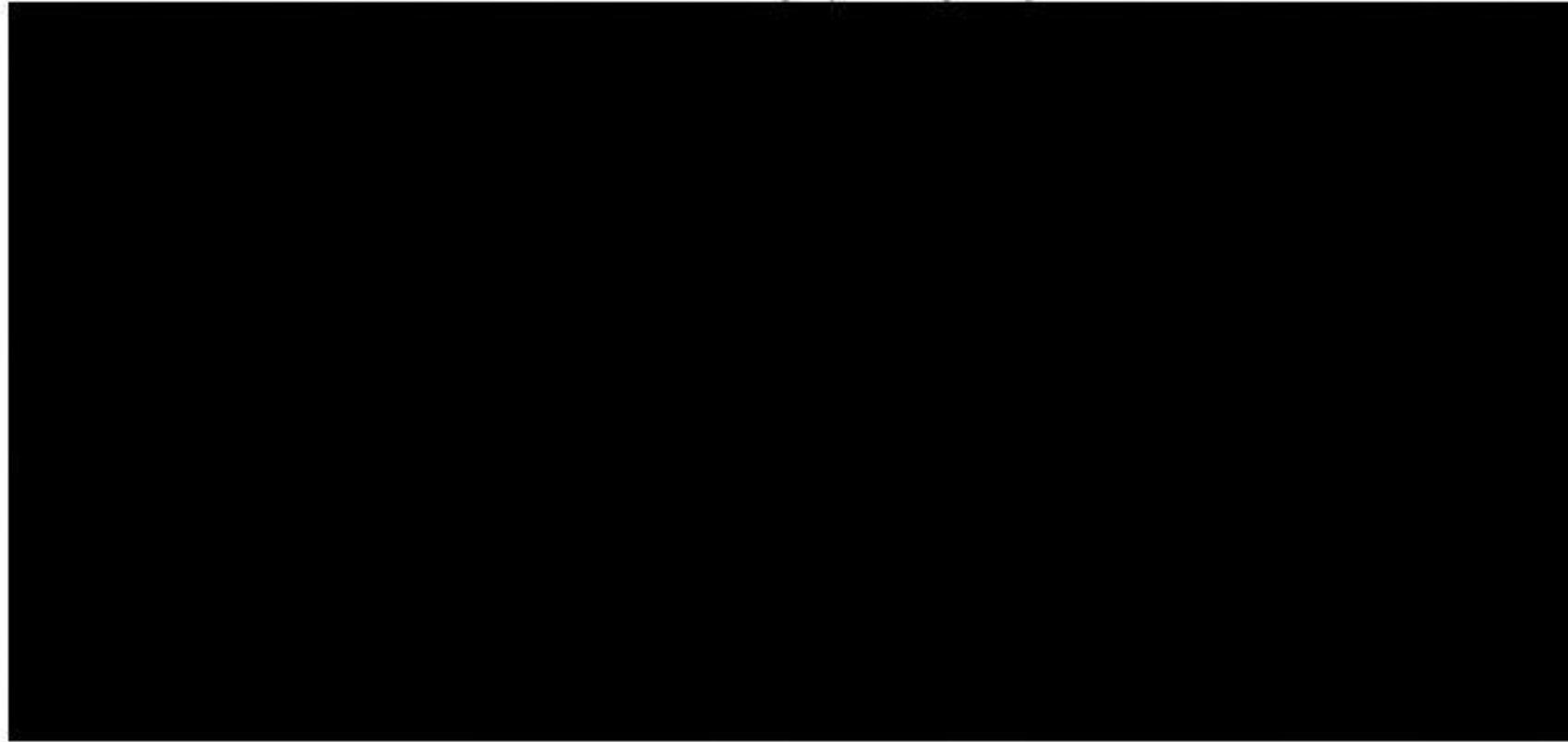
skills required by the Owners/developer, their contractors and future occupiers, for any new jobs and business opportunities created by the Development.

- 7.4 Following approval of the Employment and Skills Plan by the Council the Owner will Commence and where necessary procure Commencement and promote the objectives of the approved plan and ensure that so far as is reasonably practicable the objectives are met.
- 7.5 As part of the Employment and Skills Plan the Owner/developer may be required to provide financial contributions to the Council to cover specific costs incurred by the Council in the implementation of the Employment and Skills Plan. The Plan shall set out the matters on which expenditure may be incurred together with the timings for such expenditure and the trigger for these payments

Schedule 3

CERTIFICATE OF TITLE

As Solicitor for the Owners we hereby certify that on the date of this Deed that what is set out in Recitals (3) to (11) inclusive and Clause 15 is true



Schedule 4

The Plan and the Location Plan

REV	DATE	DESCRIPTION	DRAWN	CHECKED
A	10/08/10	Issue 101 and 102 of 101 and 102	JD	JD
B	10/08/10	Issue 101 and 102 of 101 and 102	JD	JD



PLAN A



CLIENT:
Crayfern Homes

PROJECT:
**Land off Scratchface Lane,
Bedhampton**

DRAWING:
Site Location Plan

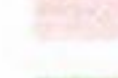
SCALE: 1:2500 @ A4 DWG NO: 9982/P01

DATE: Aug 10 REV: B



Grasvenor Court, Winchester Road, Ampfield, Winchester, Hants. SO51 9BD
Tel: 01794 348 678 Fax: 01794 348 637
Market House, Cammarket, Wimborne, Dorset, BH21 1JL
Tel: 01202 840405 Fax: 01202 840405
3, Waverley House, 40 London Road, Newbury, Berkshire, RG14 1LA
Tel: 01335 401334 Fax: 01335 41459



-  PUBLIC ACCESS AREA
-  PUBLIC ACCESSIBLE SUDS AREA
-  SUDS AREA WITHIN WILDLIFE ZONE TO SINC
-  REPTILE TRANSLOCATION SITE
-  WILDLIFE BUFFER
-  WILDLIFE ZONE TO SINC
-  PUBLIC RIGHT OF WAY CYCLES
-  PUBLIC RIGHT OF WAY FOOTWAY
-  LAND TO BE ACQUIRED FROM 32 BROOKLANDS ROAD



Crayfern
HOMES LIMITED

Millers House 14 St Johns Road Haverhill Cambridgeshire CB9 6AA
Tel: 01480 773871 Fax: 01480 781111 E: sales@crayfernhomes.co.uk

Do not alter this drawing. It is a preliminary drawing and is not to be used for construction purposes. It is for information only and is not to be used for any other purpose.

SECTION 106 PLAN
DEVELOPMENT AT:
LAND AT SCRATCHFACE LANE
BEDHAMPTON
HAMPSHIRE
FOR
CRAYFERN HOMES LIMITED
Scale: 1:50 @ A1: 500 @ A3 Date: 20/07/2
Drawing No: 02/12/10b

Schedule 5

Travel Plan Actions and Responsibilities

Year	Action	Target Date	Responsibility	Travel Measures
Pre-occupation	1 Appoint TPC and provide contact details to HBC	- 3 months prior to occupation	Crayfern Homes Ltd.	
	2 Form relationship with Parish council	- 3 months prior to occupation	TPC	
	2 Form partnership with local taxi operator, bus operator and cycle store	- 3 months prior to occupation	TPC	
	3 Agree all measures		TPC	
	3 Prepare marketing materials – RTIP		TPC	
Pre-occupation	4 Prepare final Travel Plan and SMART targets	- 3 months prior to occupation		
		- 3 months prior to occupation		
		- In time for occupation		
Pre-occupation	3 Launch Travel Plan	- Occupation	TPC	- Reflective items - Route maps
Year 1	4 Distribute RTIPs	- Within 2 weeks of occupation	TPC	- Route maps – all modes
	4 Implement PTP		TPC	- Fare information / timetables
	3 Implement maxi-taxi scheme	- 6 months following first occupation	TPC	- Subsidised travel ticket
	5 Conduct full travel survey	- Following 25% occupation	TPC / HBC	- Maxi-taxi scheme
	5 Review SMART targets for all modes	- Within 3 months of site occupation Within 1 month of survey		- Car share address
Years 2	4 Distribute Travel Info	- Ongoing	TPC	- RTIPs - Leaflets & Newsletter
	4 Continual delivery of RTIP & PTP	- As required & half annually	TPC	- Route maps – all modes
	3 Continual delivery of measures	- Ongoing	TPC	- Reflective items
	4 Participation in Travel events	- As per event	TPC	- Fare information / timetables
				- Subsidised travel ticket
Year 3	5 Conduct full travel survey	- Month 36	TPC	- Maxi-taxi scheme
	5 Review SMART targets	- Month 37	TPC / HBC	- Car share address
	4 Continual delivery of RTIP & PTP	- As required & half annually	TPC	- RTIPs
	3 Continual delivery of measures	- Ongoing	TPC	- Leaflets & Newsletter
	4 Participation in Travel events	- As per event	TPC	- Route maps – all modes
Year 4	4 Continual delivery of RTIP & PTP	- Half annually	TPC	- Reflective items
	3 Continual delivery of measures	- Ongoing	TPC	- Fare information / timetables
	4 Participation in Travel events	- As per event	TPC	- Subsidised travel ticket
				- Maxi taxi scheme
				- Car share address
Year 5	5 Conduct full travel survey	- Month 60	TPC	- RTIPs
	5 Refresh of the Travel Plan	- Month 61	TPC / HBC	- Leaflets & Newsletter
	4 Continual delivery of RTIPs & PTP	- Half annually	TPC	- Route maps – all modes
	3 Continual delivery of measures	- Ongoing	TPC	- Reflective clothing
	4 Participation in Travel events	- As per event	TPC	- Fare information / timetables

Schedule 6

Employment and Skills Plan

Site:-

Developer:-

Reference:-

This document forms the developer's response to sections.....
of the Section 106 Agreement between.....
and
dated:-

CONTENTS

1. Introduction

Section 106 of the Town and Country Planning Act obliges developers to agree an Employment and Skills Management Plan ('plan') with the planning authority (Havant Borough Council).

This plan meets that obligation, showing how skill levels within the local labour market will be developed both during the construction phase and eventual occupation of the building.

2. Development

This development will consist of:

(briefly describe the development here – location, what is being constructed, length of construction and start date, what the building(s) will be used for once completed)

3. Objectives

The objectives of this plan are to:

- demonstrate the use of local labour from within the developer's project team and within the company
- where economically and practically feasible, procure goods and services from local contractors, sub-contractors and suppliers to support the employment of the local community,
- demonstrate the recruitment and training opportunities within the contractor's company
- provide opportunities for local residents to access jobs created during the construction phase of the development and subsequent occupation

- reduce economic inactivity in the local area, and
- support the development of skills within the local community.

Securing training and local employment through section 106 agreements

4. Delivery - Construction Phase

[insert here how the objectives in 3. above will be delivered during the construction of the building(s) using the sub-headings below]

Labour

Procurement of goods and services

Recruitment and training of staff

Supporting the development of skills within subcontractors

Providing opportunities for local residents

Mechanisms and routes

(e.g. how relationships with local schools and FE colleges will be developed to support delivery; links with E2E (entry to employment) or other programmes targeted at NEET (not in education, employment or training) young people, how unemployed adults can access training and work experience)

Please complete the training template at the end of this document with details of the opportunities that will be created.

5. Delivery - End User/Occupation Phase

(describe here how the objectives in 3. above will be delivered after construction has finished and the building is in use using the sub-headings below)

Training and development opportunities

Work experience

Personnel and recruitment strategy

Contact details

Please include here telephone, email, address details for the developer's project team.

6. Appendix - Agencies Used

Please list the employment agencies used to recruit people to work on this development. You may wish to distinguish between local and national agencies, and specify the skills recruiting for.

7. Training Template

Please include here details of planned training opportunities that will support this development. This could include courses for existing staff and planned programmes that will support recruitment of local people. You may want to use the template below.

[illegible]

EMPLOYMENT AND SKILLS MATRIX : DEVELOPMENT						UPDATED
BUILD VALUE:			START DATE:		END DATE:	
Category	NSAfc – CBA Benchmark	Activity	No. of People	Supervision	Dates	Notes
3 University Research Project						
4 Work Experience 14 – 16 yrs						
5 Work Experience 16 + yrs		Unemployed adults				
		18 -19 yr old NEETS				
		16 -17 yr old NEETS				
6 Apprentices		Apprentice Portfolio Support in Partnership with other Companies				
7 Apprentices – Project Initiated						
8 Health and Safety Tests						
9 National Qualifications						
10 Construction Skills						

Certification Scheme (CSCS) Cards						
11 Short Courses						
2 Progression in to Employment						

INDICATIVE PROGRAM OF WORK EXPERIENCE FOR UNEMPLOYED ADULTS AND/OR NEETS

Day 1	Day 2	Day 3	Day 4
Arrive on site	Practical/Site layout activity day	Practical day	Vocational Skills Certification
Site safety induction and tour on site		Register with a labour agency	Questions and answers
Questions and answers			
Vocational Skills certification			Closedown

NOTES:

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