



Hampshire
County Council

Legal Services

Dated 18 November 2025

**Hampshire County Council
and
Guinness Partnership Limited**

**Deed of Agreement relating to the construction of a highway at
Land adjacent to Woodcroft Lane, Waterlooville, Hampshire
pursuant to (inter alia) S38 Highways Act 1980**

David Kelly
Deputy Director Legal Services and
Monitoring Officer
Hampshire County Council
The Castle
Winchester
Hampshire SO23 8UJ

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Date

18 November

2025

1 Parties

- 1.1 **Hampshire County Council** of The Castle Winchester Hampshire SO23 8UJ ('the County Council')
- 1.2 **Guinness Partnership Limited** (company registration number 04175094) whose registered address is situated at 7th Floor 350 Euston Road, Regent's Place, London, United Kingdom, NW1 3AX ('the Developer')

2 Background

- A. The County Council is the Highway Authority for Hampshire where the Site is located
- B. The Developer is the registered proprietor with title absolute of the Site registered at Land Registry under Title Number SH50595 save for any individual parcels which may have at the time of this Deed previously been disposed of
- C. The Developer has been granted Planning Permission to develop the Site and proposes to construct on part of the Site the Works for public use in the positions identified on the Drawing(s) to facilitate the erection of and access to the Development and desires that the Works become highway maintainable at public expense on the terms and conditions hereinafter contained
- D. Subject to compliance with the terms and conditions of this Agreement the Works shall become highway maintainable at public expense

Agreed terms

3 Interpretation

- 3.1 In this Agreement the following expressions shall have the following meanings:

'Adoption Certificate'	a certificate issued by the County Council pursuant to the provisions of clause 25 of this Agreement
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'Deputy Director for Legal Services'	the County Council's Deputy Director of Legal Services and Monitoring Officer or such other officer as shall be responsible for the provision of legal advice to the County Council
'Cash Deposit'	Means such sum of £89,184.86 (EIGHTY NINE THOUSAND ONE HUNDRED AND EIGHTY FOUR POUNDS AND EIGHTY SIX PENCE) provided by the Developer pursuant to clause 25 hereof to enable the County Council to undertake the Works should the Developer breach his obligations under this Agreement
'CDM Regulations'	the Construction (Design and Management) Regulations 2015 for notification purposes.
'Chartered Engineer'	a person registered as an engineer with the Engineering Council as having the technical knowledge and practical experience to satisfy its preferred requirements
'Default Event'	the occurrence of any of the following where the Developer is a) is a corporation:

- i) it has an administrative receiver or receiver appointed over the whole or part of the Developer's assets or suffers the appointment of an administrator; or
- ii) any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or
- iii) an application is made for an administration order in relation to the Developer; or
- iv) an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice is given of an intention to appoint an administrator by the Developer or its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- v) a receiver or manager is appointed in relation to

- any property or income of
the Developer; or
- vi) a liquidator is appointed
in respect of the
Developer; or
- vii) a voluntary winding-up of
the Developer is
commenced, except a
winding-up for the
purpose of amalgamation
or reconstruction of a
solvent company in
respect of which a
statutory declaration of
solvency has been filed
with the Registrar of
Companies; or
- viii) a petition is made for a
winding-up order for the
Developer; or
- ix) the Developer is struck-
off from the Register of
Companies; or
- x) the Developer otherwise
ceases to exist.
- b) an individual:
 - i) the taking of any step in
connection with any
voluntary arrangement or
any other compromise or
arrangement for the
benefit of any creditors of
the Developer; or

- ii) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Developer.

'Development'	the development of 43 residential dwellings with access off Woodcroft Lane and emergency access off Eagle Avenue at Woodcroft Lane, Waterlooville, Hampshire
'DMRB'	the Design Manual for Road and Bridges
'Drawing(s)'	those drawings as set out in Schedule 3 (or such others as shall be approved in writing by the County Council) together with the Works in Principle Plan approved in writing in principle only by the County Council (and not approved for construction)
'Hampshire County Permit Scheme'	the Traffic Management (Hampshire County Council) Permit Scheme Order 2019 dated 31st January 2019 made pursuant to the Traffic Management Act 2004
'HMMP'	the document 'Highway Maintenance Management Plan – February 2020 published by the

	County Council (as modified extended or replaced by supplements or revisions issued by the County Council from time to time)
'Hampshire Street Lighting PFI Contract'	the contract relating to the provision and maintenance of street lighting and illuminated traffic signage pursuant to the Government's Private Finance Initiative
'Highway Condition Survey'	a highway condition survey which will identify the current condition of the highway in the vicinity of the Site (the extent of which shall be agreed by the County Council) and such condition survey are in accordance with the County Council's 'Section 38 Guidance for Developers' document
'Location Plan'	the plan reference WLW-BSL-ZZ-XX-DR-A-1002-DF annexed to this Agreement approved in writing by the County Council which identifies the Site being the location of the Works
'Maintenance Period'	a period of at least 12 months following the date of issue of the Part 2 Certificate until the issue of the Adoption Certificate
'Management Plan'	a works management plan produced by the Developer showing how in the course of

planning and construction of the Works the Developer will:

- a) minimise disruption to all types of traffic;
- b) avoid instances of newly surfaced highway having to be re-excavated or have further works carried out on them;
- c) minimise the number of closures/diversions required by the Works;
- d) ensure that it takes into consideration the safety of all types of traffic that may be diverted or affected by the Works.
- e) comply with the Hampshire County Permit Scheme pursuant to the Traffic Management Act 200
- f) prevent earth and subsoil on vehicles leaving the site.

'Part 1 Certificate'

a certificate issued by the County Council in accordance with the provisions of Clause 21

'Part 2 Certificate'

a certificate issued by the County Council in accordance with the provisions of Clause 22

'Part 1 Works'

those parts of the Works as set out in

	Schedule 1 annexed to this Agreement
'Part 2 Works'	those parts of the Works as set out in Schedule 2 annexed to this Agreement
'Planning Permission'	the planning permission granted by Havant Borough Council under reference APP/15/01235 dated 05 August 2016 for the development of the Site
'Programme'	the programme for execution of the Works agreed in writing by the County Council
'Site'	certain land adjacent to Woodcroft Lane, Waterlooville shown edged red on the Location Plan having the benefit of the Planning Permission
'Specification'	the 'Manual of contract documents for highway works: Volume 1 Specification for highway works' published by TSO in March 2020 as modified and extended by any supplements

and revisions and further as
modified and extended by

- a) Hampshire County Council's
Model Contract Specification
(available at
[www.hants.gov.uk/transport/
developers/standard-details](http://www.hants.gov.uk/transport/developers/standard-details)),
- b) Hampshire County Council's
Highway Construction
Standard Details (available at
[www.hants.gov.uk/transport/
developers/standard-details](http://www.hants.gov.uk/transport/developers/standard-details)),
- c) Hampshire County Council's
Technical Guidance Notes
(available at
[www.hants.gov.uk/transport/
developers/technical-
guidance](http://www.hants.gov.uk/transport/developers/technical-guidance)) and

all as in force at the date of
commencement of the Works

'Structure(s)'

any structure or structures (as the
context so requires) as defined in
document CG300 of DMRB

'SuDs' Sustainable
Drainage

a sequence of conveyance
systems and control structures
designed to manage the drainage
of surface water more sustainably
than conventional techniques by
providing treatment and reducing
flow rates and volumes.

's278 Agreement'

the agreement dated 18 January
2021 entered into under (inter
alia) Section 278 Highways Act

	1980 made between Hampshire County Council (1) Exbury Homes Limited (2) and The Guinness Partnership Limited (3) to authorise the s278 Agreement Works
's278 Agreement Works'	the highway works defined within and secured by the s278 Agreement
'Technical Approval'	written confirmation from the County Council that the Developer's designs and standards for the Works have been approved
'Technical Approval Period'	the period of 24 months from the date of this Agreement
'TSO'	The Stationery Office Limited (03049649) and whose registered office is 18 Central Avenue, St. Andrews Business Park, Norwich, England, NR7 0HR being formerly Her Majesty's Stationery Office
'Works'	a road for mechanically propelled vehicles including Structures highway drainage system cycle track footpaths and footways street lighting grass trees and landscaping as shown on the Works in Principle Plan identifying the Works by reference to the colours blue brown red and light brown

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VZ

‘Working Day’	any day Monday to Friday inclusive excluding bank holidays between the hours of 0830 and 1630 and the expression ‘Working Days’ shall be construed accordingly
‘Works in Principle Plan’	the drawing or drawings numbered FC2789/28 Rev F attached to this Agreement identifying the Works approved in principle only

3.2 In this Agreement where the context so admits the singular number shall include the plural number and the masculine and neutral genders shall include the feminine gender and vice-versa

4 Statutory powers

4.1 This Deed of Agreement is made pursuant to Section(s) 38 251 278 of the Highways Act 1980 Section 111 of the Local Government Act 1972 the Localism Act 2011 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other enabling powers and

4.1.1 for the purposes of Section 251 of the Highways Act 1980 the County Council certifies that this Agreement is made in connection with its functions as Highway Authority under the Highways Act 1980 and;

4.1.2 all the covenants contained in this Agreement shall be binding upon the Developer and its successors in title to the Site and assigns

5 General matters

5.1 Where any agreement certificate or approval is to be given by the County Council under the terms of this Agreement then the same shall be in writing and not be unreasonably withheld or delayed

5.2 Any notice or other communication to be served by the Developer under the terms of this Agreement shall be in writing and shall not be deemed to be given until received by the County Council at The Castle, Winchester,

Hampshire SO23 8UJ and addressed to the Director of Universal Services or to such addressee as the County Council may from time to time stipulate

6 Developer covenants

6.1 The Developer hereby covenants with the County Council as follows:

7 Execution of Works

7.1 To carry out at its own expense and at no cost to the County Council the Works in accordance with the Drawings and in accordance with the Programme agreed by the County Council after compliance by the Developer with its obligations contained in clauses 11 and 16

7.2 To carry out the Works in accordance with the Specification

7.3 To notify the County Council prior to Commencement in accordance with clause 11 and 16

7.4 To carry out the Works to the complete satisfaction of the County Council and having complied with the requirements required and referred to in clauses 11 and 16 hereof to :-

7.4.1 properly sewer level pave flag kerb channel metal and otherwise make good the site of the Works including all such works as may be required by the County Council as shown on the Drawings to secure the connection of the Works with the highway known as Woodcroft Lane

7.4.2 provide the street lighting in accordance with the Street Lighting Policy Document of the County Council in force at the date hereof and in accordance with any other requirements of the County Council in the positions as shall be determined by agreement with the County Council and maintain the same until the Works become highway maintainable at public expense

7.4.3 lay out any verges and landscape works if shown on the Drawing(s)

7.4.4 provide road signs (including illuminated signs) and road markings to the specifications of and in the positions determined by the County Council and street name plates as agreed by the District Council

7.4.5 acquire all easements and consents requisite for providing and maintaining disposal systems for surface water highway drainage

from the Works and for providing a proper out-fall for such systems

- 7.4.6 include in any transfer conveyance lease or other disposition of the Works or part of the Works appropriate covenants not to build any structure or other construction on the Works and covenants to provide all easements necessary for the proper maintenance drainage and lighting of the road or roads to be adopted and in particular (provided that buildings do not immediately abut the adoptable highway) where there will be no adopted verge or footway within which communal services may be laid to include in every conveyance transfer or lease of the Works or any part thereof an exception and reservation in the following or substantially the following terms:-

'Except and Reserved in fee simple unto the Transferor the Highway Authority and the suppliers of mains gas water electricity telephone telecommunications and drainage services on not less than seven days previous written notice to the Transferee (but without notice in case of emergency) the right to maintain and renew such of those services including highway drainage (together where required with an uninterrupted right of drainage) as are already existing and the right within the period of eighty years here from to lay and install such services in the areas coloured brown and light brown on the Drawings with full right and liberty on giving notice as aforesaid to enter onto the said strip for the purpose of maintaining renewing laying and installing the said services'

- 7.4.7 cause all foul sewers surface water sewers highway drains gas and water mains electric cables television telecommunication cables and/or ducting which are to be laid under the proposed highway together with all necessary connections from them to the highway boundary to be laid to the satisfaction of the County Council before the foundations of the Works are laid and also cause the connections from electric cables to the street lamps to

- be laid before the paving of any footpath footway or cycle track is carried out
- 7.4.8 during the progress of the Works give the County Council free access to every part of the site of the Works for the purposes of testing and/or inspecting the Works as they proceed and all materials for use therein and if the County Council shall require the Developer so to do he shall uncover or open up any Works to enable the same to be inspected and if required tested at the expense of the Developer and if so required the Developer shall remove any work or materials which are in the opinion of the County Council defective unsuitable or not in accordance with the Drawing(s) and the Specification and all other approvals given by the County Council as hereinbefore mentioned and at the expense of the Developer re-execute any such works and substitute proper and suitable materials to the complete satisfaction of the County Council
- 7.4.9 with regard to any Structures prepare for the County Council detailed contract drawings for technical approval in accordance with Highways England CG 300 Technical approval of highway structures' Technical Approval of Highways Structures' and the HMMP or any amendment/replacement thereof
- 7.4.10 ensure that the structural design and checking procedure for any Structure is carried out by a Chartered Engineer familiar with Department for Transport Standards who shall state on Form AIP or any amendment/replacement thereof the documents which will be applicable and which will need to be agreed. The procedure document HMMP applicable to highway structures shall be obtained from the County Council before details are submitted for approval
- 7.4.11 complete an unmetered connection agreement with the relevant Distribution Network Operator(s) for the unmetered public lighting supply of electricity in respect of street lighting
- 7.4.12 complete a supply agreement with the relevant electricity supply company in respect of the street lighting and pay for all electricity

supplied up to the time the Works shall become a highway maintainable at public expense

7.4.13 comply with the Hampshire County Council Permit Scheme in relation to any Works located within the publicly maintainable highway

7.5 Complete the Works with 3 months of their commencement (or such longer period as the County Council may at its absolute discretion agree in writing which shall be no more than 12 years from the date of this Agreement) and subject to any additional costs as the County Council may reasonably require

7.6 Not at any time give consent to the erection by any telecommunications operator of telegraph or telephone poles or cabinets or apparatus or telephone kiosks or by the Post Office of letter boxes or to the erection by any company whether public or private (including statutory undertakers) or to any firm or individual of any overground or underground equipment or apparatus or bus stops and/or shelters and any other street furniture without the consent in writing of the County Council first having been obtained

8 Public liability insurance

8.1 Without prejudice to its liability under clause 9.1 and 9.2 hereof to indemnify the County Council to be insured for the duration of the Works and the Maintenance Period against public liability risks for a sum of at least £10,000,000 in respect of any one claim and shall ensure that any person or persons carrying out the Works on its behalf is similarly insured against public liability risks and the Developer or any person authorised by it to carry out the Works shall on request by the County Council produce for inspection evidence of the relevant policies of insurance

9 Indemnity

9.1 To indemnify and keep indemnified the County Council against all liabilities actions charges costs claims demands and expenses (including but not limited to surveyor and legal fees incurred in processing negotiating resisting and/or settling any claims and statutory interest) arising under Parts I and II of the Land Compensation Act 1973 (as amended) and s10 Compulsory Purchase 1965 and regulations made thereunder or any

statutory modification or re-enactment thereof for the time being in force (including for the avoidance of doubt claims the County Council determine should be met under the provisions of Regulation 4 of the Noise Insulation Regulations) arising from or incidental to the construction adoption use or lighting of the Works or resulting from or in consequence of any alteration or use of existing roads or lighting required by the highway authority.

- 9.2 To indemnify and keep indemnified the County Council against all liabilities actions charges costs claims demands and expenses arising prior to and/or during the Maintenance Period arising out of or in connection with the carrying out of the Works and any works required by any Statutory Undertaker AND this covenant shall continue in full force and effect until all such claims shall have been determined settled and discharged and the County Council reimbursed in full notwithstanding the issue of the Certificate of Maintenance

10 Dedication

- 10.1 The Developer hereby dedicates so much of the site of the Works (save for any easements) as lies within the Site to the use of the public as highway including where appropriate a right for mechanically propelled vehicles such dedication to be effective from the date of the Part 2 Certificate hereinafter referred to provided that should the County Council enter the Site in order to complete the Works pursuant to clause 28 then dedication shall be effective from the date of such entry and for the avoidance of doubt the Works shall remain maintainable at the expense of the Developer until the Works are adopted pursuant to clauses 22.2 and 26

11 Restrictions on commencement of Works

- 11.1 The Developer shall not commence the Works until:
- 11.1.1 it has notified any statutory undertaker in writing at least 4 months prior to the commencement of any work connected with statutory undertakers equipment located in on or under any existing highway or which might be affected by the Works of the proposal to carry out the Works or which might be required in consequence of the Works and shall place orders and pay any costs to all statutory undertakers for all works to their mains or services

- necessitated by the Works and shall relocate all street furniture affected to the satisfaction of the County Council;
- 11.1.2 notified the County Council in writing at least 4 months prior to the commencement of the Works of its intention to proceed with the Works and further notified the County Council at least 10 clear Working Days prior to commencement of the Works
 - 11.1.3 the Programme and all traffic management measures have been approved by the County Council in writing
 - 11.1.4 any necessary licences have been obtained and notices pursuant to the New Roads and Street Works Act 1991
 - 11.1.5 obtained any necessary consents and permissions from any railway canal inland navigation dock or harbour undertakers or any other party or organisation where the consent or permission of the undertaker party or organisation is required for the Works to be lawfully undertaken and completed
 - 11.1.6 has demonstrated to the satisfaction of the County Council how it will comply with the Code of Practice for the Co-ordination of Street Works for Road Purposes and Related Matters 2023 and has submitted to the County Council a Management Plan and such Management Plan has been approved in writing by the County Council
 - 11.1.7 has submitted to the County Council and the County Council has approved a Highway Condition Survey
 - 11.1.8 has demonstrated to the satisfaction of the County Council the disposal of the proposed highway surface water run-off via a suitable highway drainage system including the provision if necessary of all necessary easements with third party land owners and discharge rights to private water courses
 - 11.1.9 with regard to the Works and any Structures has prepared for the County Council detailed contract drawings for Technical Approval in accordance with the Specification and obtained Technical Approval from the County Council within the Technical Approval Period (unless a longer period is agreed in writing by the County Council prior to the expiry of the said Technical Approval Period)

12 Payments

12.1 The Developer further covenants with the County Council to pay to the County Council:

12.1.1 on the date of the Agreement

12.1.2 on the date hereof the whole of the reasonable legal costs incurred by the County Council in the preparation and administration of this Deed

13 Prior to commencement of the Works

13.1 On demand and in any event prior to commencement of the Works a sum equal to £9,810.34 (NINE THOUSAND EIGHT HUNDRED AND TEN POUNDS AND THIRTY FOUR PENCE) (less any pre check fees already paid to the County Council) being a sum on account of the County Council's reasonable costs incurred by the County Council in:

13.1.1 approving the detailed contract drawings for the Works including the cost of approval of preliminary design check drawings and structural and street lighting approvals; and

13.1.2 in inspecting the Works on account of such costs and further shall pay any balance of the whole of the County Council's reasonable costs incurred in approving the detailed contract drawings and inspecting the Works such balance being due within 14 days following receipt of an invoice from the County Council

13.2 On demand and in any event prior to the issue of the Adoption Certificate any additional inspection fees being 2.5% of the outstanding Bond if the timescale noted in clause 7.5 is exceeded.

13.3 On demand and in any event prior to issue of the Part 2 Certificate the full cost to the County Council of any traffic regulation orders/ road hump notices required to facilitate the Works or required in consequence of the Works plus any additional works required by the County Council in consequence thereof

14 Prior to issue of the Part 1 Certificate

14.1 Prior to the issue of the Part 1 Certificate and in accordance with Schedule 4 any commuted sums due in respect of the future maintenance of the

Works and in the event that Rate B as set out in Schedule 4 applies the Developer elects to pay a fixed rate.

15 Prior to the issue of the Part 2 Certificate

- 15.1 the costs of all design checks and inspections together with a fee of £150 (one hundred and fifty pounds) per lighting unit to permit all Hampshire Street Lighting PFI Contract compliant illuminated signs and street lighting columns to be accrued into the Hampshire Street Lighting PFI Contract

16 Notice to statutory undertakers

- 16.1 The Developer shall before connecting the Works with any highway or highways whether or not maintainable at the public expense give notice to each person board or authority being the statutory undertaker for the time being of any service or services laid in upon or under such highway or highways of the proposal to make such connection as if the connection were a work to be executed for road purposes as mentioned in the New Roads and Street Works Act 1991 and shall indemnify the County Council in respect of the costs of any works or measures considered necessary by any statutory undertaker in consequence of the proposal to make such connection

17 Authority granted to Developer

- 17.1 The County Council hereby authorises the Developer to carry out the Works within the public highway **subject to** and strictly in accordance with the terms and conditions of this Agreement and subject to the appropriate noticing licencing etc
- 17.2 Nothing in this Agreement shall prevent or restrict the exercise by the County Council of its powers under Part XI of the Highways Act 1980 or any other statutory provision except that this Agreement is intended to be such an agreement as is mentioned in Section 219(4)(d) of the said Act

18 Further Agreement between the Parties

- 18.1 In accordance with Regulation 4(8) of the CDM Regulations the Developer hereby elects to be the only client for the purposes of the CDM Regulations for any part of the Works as may be within the public highway and the County Council consents to such an election and **for the avoidance of doubt** the County Council shall have a duty only under Regulations 4(4), 8(4) and 8(6) of the CDM Regulations insofar as those duties relate to

health and safety information in the County Council's possession as a Highway Authority

- 18.2 Where in accordance with Regulation 4(8) of the CDM Regulations the Works are notifiable the Developer as the only client shall prior to commencement of the Works provide to the County Council a copy of the notice to be served under Reg 6(2) of the CDM Regulations
- 18.3 Where in accordance with Regulation 5(1) of the CDM Regulations there is more than one contractor or it is foreseeable that there will be more than one contractor the Developer as the only client shall provide to the County Council written details of the principal designer and principal contractor
- 18.4 If required by the County Council where any part of the Works are within the public highway such part of the Works shall be signed and protected to at least the standards of Traffic Signs Manual Chapter 8 2nd Edition published by TSO in March 2009 and the proposed arrangements shall be approved in writing by the County Council and the Police before the Works commence
- 18.5 Prior to the commencement of the Works the Developer shall arrange for a noise survey and assessment to be undertaken by a competent noise expert approved by the County Council in accordance with the advice and instruction contained in the technical memorandum entitled 'Calculation of Road Traffic Noise' published June 1988 by the TSO (as may be amended from time to time) in such manner and at such times and locations approved by the County Council and a copy of the survey and assessment shall be given to the County Council and the Developer shall undertake prior to the commencement of the Works all and any requirements arising therefrom at its own expense
- 18.6 The Developer shall prior to commencement of the Works submit to the County Council for its approval a Highway Condition Survey which will identify the current condition of the highway in the vicinity of the Site.

19 Records

- 19.1 The Developer shall maintain records throughout the construction of the Works and provide to the County Council upon request and in event at least three months prior to the issue of the Adoption Certificate:-

- 19.1.1 in respect of Structures: as built drawings of all structures including type and suppliers of materials and components used including modifications made during construction
- 19.1.2 and in respect of the Works generally:
- a) Health and Safety files in electronic form
 - b) accurate 1:500 scale of 'as built' drawings supplied dwg format (packaged with any associated XRefs) and PDF format
 - c) if required by the County Council records of the earthworks showing sources of material used in areas of fill description of fill materials descriptions of sub-grades in cut areas copies of results of tests of material carried out as part of the supervision of the construction of the Works
 - d) if required by the County Council records of the sources of supply of all other manufactured materials (eg. drainage goods fencing materials traffic signs electrical components and cables etc.)
 - e) up to date Electrical Installation Certificate and schedule of test results in accordance with BS 7671 or any amendment/replacement thereof and which certificate shall be signed by a competent person in accordance with Appendix 6 of the BS 7671 in a format approved by the County Council

20 Road safety audit

- 20.1 Immediately prior to the issue of the Part 2 Certificate (and also if required by the County Council prior to issue of the Adoption Certificate) on site road safety audits shall be commissioned by the Developer and undertaken by an independent and suitably qualified Auditor (from the County Council's approved list) in the presence of the County Council and arising therefrom the County Council shall be at liberty to require such alterations to the Drawing(s) together with such necessary statutory consents and any other drawings approved pursuant to this Agreement and to the Works at the expense of the Developer as may be reasonably required to ensure the safety of users of the highway

21 Issue of Part 1 Certificate

21.1 The Developer shall

- 21.1.1 on completing the Part 1 Works and prior to the issue of the Part 1 Certificate provide to the County Council a CCTV survey of all highway drainage including gullies manholes pipework and catchpits and submit a report by an independent and suitably qualified Engineer detailing inspections of all soakaways and SuDs and shall thereafter carry out any remedial works required by the County Council in respect of all aforesaid highway drainage
- 21.1.2 prior to the issue of the Part 1 Certificate ensure that the structure design and checking procedure for any Structure has been carried out to the written satisfaction of the County Council by a Chartered Engineer familiar with Department for Transport Standards who shall state on Form AIP or any amendment/replacement thereof the documents which will be applicable and which will need to be agreed. The procedure document HMMP applicable to highway structures shall be obtained from the County Council before details are submitted for approval

- 21.2 On completion of the Part 1 Works to the reasonable satisfaction of the County Council in all respects including but not limited to compliance with Drawings given Technical Approval; (and subject always to the requirements of clause 21.1 having been first complied with) the County Council shall issue a Part 1 Certificate

22 Issue of Part 2 Certificate

- 22.1 On completion of the Works to the reasonable satisfaction of the County Council in all respects (and subject always to clause 22.2) and provided that a Certificate of Completion has been issued in respect of the s278 Agreement Works the County Council shall issue a Part 2 Certificate provided that the County Council shall be at liberty to delay the issue of a Part 2 Certificate if any sewer or sewage disposal works constructed under or otherwise within the site of the Works under an agreement made pursuant to Section 104 of the Water Industry Act 1991 (as amended) has

not been certified by the sewerage undertaker party to such agreement to be completed and placed on maintenance

- 22.2 The Developer shall remain the street manager for the purposes of Section 49(4) of the New Roads and Street Works Act 1991 until such time as the Works shall become maintainable at public expense as hereinafter provided under clause 27

23 Public usage

- 23.1 Upon issue by the County Council of a Part 2 Certificate the Works shall immediately and automatically be open to all traffic at all times and for all appropriate purposes

24 Maintenance of the Works

- 24.1 The Developer shall:

24.1.1 fully maintain the Works to the satisfaction of the County Council for the Maintenance Period from completion of the Works and reinstate and make good any defect or damage or safety issues which may arise from any cause whatsoever or which may be discovered at any time and further until such time as the Works become a highway maintainable at public expense as hereinafter provided under clause 27

24.1.2 for the purposes of clause 24.1.1 above the Maintenance Period shall be deemed to commence when all of the Works have been completed to the satisfaction of the County Council as evidenced by the issue by the County Council of a Part 2 Certificate in accordance with clause 15

25 Issue of Adoption Certificate

- 25.1 Upon the issue of the Part 2 Certificate and on the Works having been maintained in the manner hereinbefore contained for the Maintenance Period and upon any defects in the Works arising or safety issues identified during the Maintenance Period hereinbefore mentioned having been made good and all sums due under this Agreement having been paid and upon production of all easements and consents required and evidence that any sewers have been vested in the appropriate sewerage undertaker under this Agreement and provided that a Certificate of Maintenance has been issued in respect of the s278 Agreement Works the County Council shall

upon request from the Developer thereupon issue an Adoption Certificate provided that the County Council shall be at liberty to delay the issue of the Adoption Certificate if in its opinion the Works are likely to be used by heavy or other construction vehicles driven by or on behalf of the Developer or its servants and agents or contactors or other developers in connection with road or building works carried out on the Site or on adjoining land and in which case the Maintenance Period shall be extended accordingly

26 Adoption

- 26.1 Upon the issue of the Adoption Certificate the Works shall be deemed to be accepted by the County Council as a public highway maintainable at public expense

27 Extraordinary traffic

- 27.1 If after the issue of the Adoption Certificate the Developer shall wish to use on any section of the Works lorries or other heavy vehicles driven on behalf of the Developer in connection with road or building works carried out on the Site or on any adjoining land he shall first consult the County Council and any such traffic shall in any event be deemed to be extraordinary traffic for the purposes of Section 59 of the Highways Act 1980 and the Developer agrees to pay to the County Council any additional cost of repair or maintenance as may be certified by The County Council as being attributable to such extraordinary traffic due allowance being made for the ordinary cost of maintenance of such section of the highway by reason of normal wear and tear

28 Determination by the County Council

- 28.1 If the Developer fails to perform or observe any of the conditions stipulations or obligations on its part contained herein or if a Default Event occurs the County Council may without prejudice to any of their rights claims or remedies against the Developer in respect of such non-performance or non-observance determine this Agreement (**save for** clauses 29 to 29.4 inclusive hereof which shall remain in force) by notice in writing signed by the Deputy Director for Legal Services of the County Council and delivered to the Developer or sent by post to the address stated in this Agreement

28.2 Without prejudice to the terms hereof if the Developer fails to execute or complete the Works in accordance with its obligations hereunder the County Council shall after not less than fourteen days' notice in writing to the Developer (or immediately in any case of emergency or danger) be entitled to enter the Site and complete the Works or reinstate the highway or complete such alternative works as the County Council considers appropriate in default with its own employees or by contract or otherwise and to recover the cost as certified by the County Council from the Developer or the Surety and further the Developer covenants with the County Council to pay such costs in full within 20 Working Days of receipt of a written demand from the County Council

29 Cash Deposit

29.1 Without prejudice to Clause 7 and Clause 16 hereof and to the right of the County Council to exercise any of its rights and powers under the Highways Act 1980 or any other statutory provision in the event of non-observance or breach of any of the terms of the covenants on the part of the Developer herein contained the County Council may serve on the Developer written notice of such non-observance or breach indicating action to be taken and a timescale within which such action must be taken in order to remedy the non-observance or breach and if within the stated timescale the action specified has not been taken to the satisfaction of the County Council then notwithstanding the termination of this Agreement by The County Council pursuant to Clause 28.1 in consequence of the non-observance or breach then the County Council shall have:

- 29.1.1 the right to remedy the non-observance or breach and complete the Works in default by its own employees or by contract or otherwise; and
- 29.1.2 a right of entry to the Site at all times and for all such purposes is hereby irrevocably granted to the County Council; and
- 29.1.3 a right to recover the costs incurred by the County Council in remedying the breach or non-observance thereof as certified by the County Council from the Developer

AND the County Council shall:

- 29.1.4 withdraw such sum of money from the Cash Deposit as the County Council may certify to be necessary to perform the obligations of the Developer under this Agreement and
- 29.1.5 withdraw ten per centum of the total sum payable in accordance with the provisions of this Clause 29.1 or should the cost be larger such greater sum as may be reasonably required in respect of the cost to the County Council of preparing and supervising the execution of an alternative contract and
- 29.1.6 withdraw such further sum of money from the Cash Deposit as the Deputy Director for Legal Services may certify to be necessary fully to reimburse the County Council in respect of any costs and expenses incurred by the County Council in enforcement of the obligations on the part of the Developer under this Agreement

PROVIDED THAT the Cash Deposit payable by the Developer under this Clause 29.1 shall not exceed £89,184.86 (EIGHTY NINE THOUSAND ONE HUNDRED AND EIGHTY FOUR POUNDS AND EIGHTY SIX PENCE (such sum being the cost of Works plus the estimated cost of any commuted sums payable in accordance with Schedule 4 in both cases as estimated by the County Council together with the cost of any statutory undertakers works)

- 29.2 Upon issue of the Part 1 Certificate the Cash Deposit pursuant to Clause 29.1 may with the approval in writing of the County Council be reduced to a minimum figure of £44,592.43 (FOURTY FOUR THOUSAND FIVE HUNDRED AND NINIETY TWO POUNDS AND FOURTY THREE PENCE) unless agreed otherwise by the County Council in writing
- 29.3 Upon issue of the Part 2 Certificate the Cash Deposit pursuant to Clause 29.1 shall be reduced to be reduced to a minimum figure of £13,377.73 (THIRTEEN THOUSAND THREE HUNDRED AND SEVENTY SEVEN POUNDS AND SEVENTY THREE PENCE) unless agreed otherwise by the County Council in writing
- 29.4 Upon issue of the Adoption Certificate the balance of such part of the Cash Deposit remaining pursuant to Clause 29.1 may with the approval in writing

of the County Council be repaid to the Developer unless otherwise agreed by the County Council in writing

- 29.5 The County Council shall apply the Cash Deposit received from the Developer pursuant to Clause 29.1 solely to the completion of the Works and other purposes referred to in Clause 29.1
- 29.6 If the Cash Deposit paid by the Developer in accordance with Clause 29.1 hereof exceeds the final costs of the Works and all other costs incurred by the County Council in enforcement of the Developer's obligations under this Agreement before the Works become highway maintainable at the public expense such surplus money shall be refunded to the Developer and no interest shall be deemed to have accrued to such surplus money during the period between its receipt by the County Council and its repayment to the Developer

30 Arbitration

- 30.1 **Save for** matters of interpretation of this Agreement (which shall be matters for the Court) in the event of any dispute arising between the parties hereto in respect of any matter contained in this Agreement including questions of value and any question of reasonableness the same shall be referred to an expert ('Expert') to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institute of Chartered Surveyors and the Expert's decision shall be final and binding on the parties hereto and whose costs (including the re-imbursement of the costs of any other experts' fees) shall be at his discretion
- 30.2 The Expert shall:
- 30.2.1 have at least ten years post qualification experience in the subject matter of the dispute
 - 30.2.2 be appointed subject to an express requirement that he reaches a decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 40 Working Days from the date of his appointment to act
 - 30.2.3 be required to give notice to each of the third parties inviting each of them to submit to him within such period as he shall reasonably

determine within 10 Working Days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material and the Expert shall disregard any representations made out of time and the Expert's decision shall be given in writing within 15 Working Days from receipt of any counter submissions or in the event that there are no counter submissions within 15 Working Days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said parties

- 30.3 It is hereby declared and agreed between the parties hereto that nothing in clauses 30.1 and 30.2 shall be taken to fetter the ability of the County Council to seek legal redress of any breach of the obligations entered into by the Developer in this Agreement

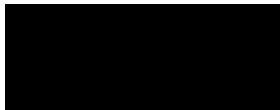
31 Miscellaneous

- 31.1 Notice of this Agreement and the terms and conditions thereof shall be registered as a Local Land Charge
- 31.2 The Developer hereby agrees that the Works are for the benefit of the Site
- 31.3 **Subject to** clauses 30.1 and 30.2 any decision of the County Council under the terms of this Agreement shall be final and binding upon the parties hereto
- 31.4 Nothing in this Agreement shall prevent or restrict the exercise by the County Council of its powers under any statutory provision
- 31.5 Nothing in this Agreement shall imply any obligation on the part of the County Council or the County Council to the Developer or to any person to ensure that the Works are properly constructed
- 31.6 **For the avoidance of doubt** reference wherever it appears in this Agreement to the Developer's successor in title shall not include any successor in respect of the authority granted to the Developer to carry out the Works pursuant to clause 17.1

- 31.7 Reference whenever it appears in this Agreement to any statute or other legislation shall include any amendment thereto or other regulations Codes of Practice or other directions made or given thereunder
- 31.8 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Agreement confers or purports to confer any benefit or any rights to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title to a party hereto

This Agreement including the Drawings, Schedules and Appendices has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

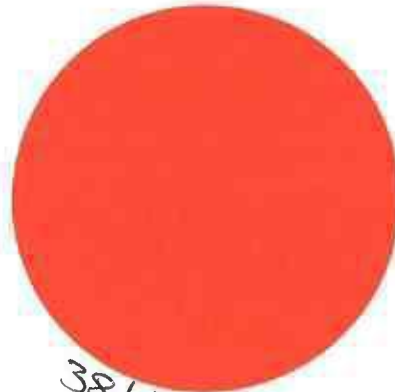
Executed as a Deed by affixing the
Common Seal of **Hampshire**
County Council in the presence of



Authorised Signatory

Name *NICOLA INSTANCE*

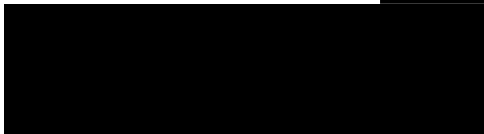
Position *TEAM LEADER*



38/1397

Executed as a Deed by affixing the
Common Seal of **The Guinness Partnership Limited**
in the presence of

Authorised Signatory



Print name: *CHRIS SKINNER*



TMPL 2025/303

Schedule 1 – Part 1 Work

- 1 Part 1 Works shall comprise of the following works:**
- 1.1 All highway drainage including outfall and any SuDs
 - 1.2 CCTV survey of all highway drainage including gullies manholes pipework and catchpits
 - 1.3 All other drainage contained within the proposed highway
 - 1.4 Completion of all utility works, including connections to properties
 - 1.5 All kerbing, kerb foundations and, where appropriate kerbs, including dropped kerbs for vehicle crossings and pedestrian crossings
 - 1.6 Demarcation of sight lines and clearance of vision splays
 - 1.7 Carriageway footways and footpaths and cycleways to binder course
 - 1.8 Structures

Schedule 2 – Part 2 Works

- 1 Part 2 Works shall comprise of the following works:**
- 1.1 All outstanding kerbing not completed in Part 1 Works
 - 1.2 All carriageways, footpaths, footways and cycleways to surface course.
 - 1.3 All block paving
 - 1.4 Vision splays and verges
 - 1.5 Street lighting and street furniture
 - 1.6 Street name plates
 - 1.7 Road markings
 - 1.8 Landscaping and tree planting
 - 1.9 Any other works described in the specification and shown on the Approved s38 Drawing
 - 1.10 Confirmation from the relevant Statutory Bodies that the section 104 (Water Industry Act 1991) sewers and any sewers and/ or SuDs which impact on the s38 works are either adopted and/ or placed on maintenance

Schedule 3 – Drawings

FC2789/01	A	Existing Drainage Layout Sheet 1 of 4
FC2789/02	B	Existing Drainage Layout Sheet 2 of 4
FC2789/03	B	Existing Drainage Layout Sheet 3 of 4
FC2789/04	B	Existing Drainage Layout Sheet 4 of 4 Layout Sheet 1 of 2
FC2789/06	G	Draft Proposed External Levels & General Layout Sheet 1 of 2
FC2789/15	D	Sec 104/116/185 Diversion/Abandonment & New SWS & FWS Agreement Drawing Sh1
FC2789/16	E	Sec 104/116/185 Diversion/Abandonment & New SWS & FWS Agreement Drawing Sh1
FC2789/17	C	Sec 104/116/185 Diversion/Abandonment & New FWS Longitudinal Sections
FC2789/18	E	Sec 104/116/185 Diversion/Abandonment & New SWS Longitudinal Sections
FC2789/20	B	Proposed Construction Finished Sheet 2 of 2

FC2789/24	B	Draft Proposed Highway Setting Out Data sheet 2 of 2
FC2789/12	G	Prop Dr5
FC2789/13	G	Prop Dr6
FC2789/16	E	SW104 Agreement Plan Sh2
FC2789/18	E	SW104.185 SWS Long Sec
FC2789/21	D	Sec38.278 White Lining & Lighting Sh1
FC2789/22	D	Sec38.278 White Lining & Lighting Sh2

Schedule 4 – Commuted Sums

Asset Element	From the date of the completion of the Agreement to the date the Works are placed onto maintenance (the date of the Part 1 Certificate)		Unit / Basis for Calculation	Notes
	0 to 2 Years	>2		
	Unit Cost A	Unit Cost B		
Carriageway Surfacing				
Stone Mastic Asphalt	£36.05	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
High Friction Surfaces (HFS)	£284.40	Unit Cost A + interest adjustment for inflation*	per m ²	6 replacements
Pigmented Asphalt	£288.50	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
Block Paving	£198.18	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Additional areas not required by the Highway Authority (e.g. parking bays)	£59.98	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements
Asphaltic Concrete	£73.34	Unit Cost A + interest adjustment for inflation*	per m ²	6 replacements (extra over cost)
Overrun Areas (modular)	£470.21	Unit Cost A + interest adjustment for inflation*	per m ²	3 replacements (extra over cost)
Carriageway Ancillaries				
Kerbs (conservation / countryside)	£16.67	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Kerbs (natural stone)	£30.55	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Safety Kerbs	£119.42	Unit Cost A + interest adjustment for inflation*	Linear m	Replacement - 50% of total (extra over cost)
Road Studs (all other types)	£122.70	Unit Cost A + interest adjustment for inflation*	Item	10 replacements
Footways and Cycleways				
Block Paving	£153.75	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Modular Paving (Flags)	£203.01	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)

Modular Paving (Flags) Natural Stone	£659.82	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Pigmented Asphalt Cycleways	£192.34	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Pigmented Asphalt Footways	£192.34	Unit Cost A + interest adjustment for inflation*	per m ²	2 replacements (extra over cost)
Resin Bonded Gravel	£478.90	Unit Cost A + interest adjustment for inflation*	per m ²	4 replacements (extra over cost)
Fences and Barriers				
Pedestrian Guard Rail	£488.80	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Boundary Fencing (post and rail)	£233.29	Unit Cost A + interest adjustment for inflation*	Linear m	3 replacements
Birdlip Fencing	£114.82	Unit Cost A + interest adjustment for inflation*	Linear m	3 replacements
Acoustic Barrier	£376.33	Unit Cost A + interest adjustment for inflation*	Linear m	1 replacement
Vehicle Restraint System - Barrier	£280.64	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Vehicle Restraint System - Terminal	£3,037.33	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Retaining wall <1.5m	£2,595.88	Unit Cost A + interest adjustment for inflation*	m ²	1 replacement
Street Lighting				
Architectural / Non Standard <6m	£7,491.37	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Architectural / Non Standard >6m	£8,524.30	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Wall Mounted Lighting	£6,263.42	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Subway / Bridge lighting	£2,405.81	Unit Cost A + interest adjustment for inflation*	Item	2 replacements (extra over cost)
Private Cable Network	£164.88	Unit Cost A + interest adjustment for inflation*	Linear m	1 replacement
Street Furniture				
Bus Shelters (passenger information)	£47,990.64	Unit Cost A + interest adjustment for inflation*	Item	2 replacements

Bus Shelters (unlit)	£9,606.67	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Bus Stops (poles and flags)	£3,027.22	Unit Cost A + interest adjustment for inflation*	Item	5 replacements
Cycle Racks	£977.60	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Seating and Benches	£5,480.85	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Bollards (wooden)	£2,310.67	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollards (plastic socketed)	£2,806.40	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollards (concrete)	£1,708.00	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Bollard (removable)	£2,237.35	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Bollard (foldable)	£2,472.66	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Solar Bollard	£3,683.73	Unit Cost A + interest adjustment for inflation*	Item	4 replacements
Verges and Landscaped Areas				
Grass Verges (>2m width)	£34.14	Unit Cost A + interest adjustment for inflation*	m ²	4 cuts per year (applied to area over 2m standard width only)
Trees	£649.96	Unit Cost A + interest adjustment for inflation*	Item	Routine maintenance
Hedges	£208.48	Unit Cost A + interest adjustment for inflation*	Linear m	1 cut per year
Shrubs	£77.42	Unit Cost A + interest adjustment for inflation*	m ²	1 cut per year
Traffic and Pedestrian Management				
Illuminated Traffic Signs <=4m ²	£5,671.58	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Illuminated Traffic Signs >4m ²	£7,585.33	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Zebra Crossing	£9,717.22	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Controlled Crossing (Toucan, Puffin) Single carriageway	£103,070.71	Unit Cost A + interest adjustment for inflation*	Item	3 replacements

Controlled Crossing (Toucan, Puffin) Dual carriageway	£182,986.85	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Signals - T Junction	£259,272.76	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Signals - Cross roads	£342,542.63	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Signals - Roundabout Per Arm	£172,082.42	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Over Height Warning Signs (OHWS)	£112,510.10	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
CCTV	£42,263.63	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Heritage Pedestrian Signs	£1,110.89	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Traditional Cast Iron Finger Posts	£1,666.34	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Traffic Calming Humps / Raised Tables (bituminous)	£266.61	Unit Cost A + interest adjustment for inflation*	m ²	3 replacements
Traffic Calming Cushions	£26,188.56	Unit Cost A + interest adjustment for inflation*	Item	6 replacements
Variable Messaging Signs (VMS)	£104,915.89	Unit Cost A + interest adjustment for inflation*	Item	3 replacements
Traffic Calming Humps / Raised Tables (block paved)	£733.19	Unit Cost A + interest adjustment for inflation*	m ²	3 replacements
Drainage				
Pipes (=>375mm)	£128.63	Unit Cost A + interest adjustment for inflation*	Liner m	Replacement - 50% of total (extra over cost) and cleansing
Grills & Screens	£239.40	Unit Cost A + interest adjustment for inflation*	Item	Cyclic maintenance
Petrol Interceptors (<=8m3)	£39,978.49	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Petrol Interceptors (>8m3)	£74,202.45	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement

Soakaways (<=5m3)	£6,528.43	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Soakaways (>5m3)	£11,847.40	Unit Cost A + interest adjustment for inflation*	Item	Cyclic cleansing and 1 replacement
Swales	£81.61	Unit Cost A + interest adjustment for inflation*	m ²	Routine maintenance
Storage Chamber / Tank	£3,138.91	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing and 1 replacement
Highway Ponds (infiltration)	£563.93	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing
Highway Ponds (non-infiltration)	£1,083.77	Unit Cost A + interest adjustment for inflation*	m ³	Cyclic cleansing
Vortex Flow Control	£14,716.74	Unit Cost A + interest adjustment for inflation*	Item	2 replacements
Weir Kerbs	£614.71	Unit Cost A + interest adjustment for inflation*	Item	Replacement (50% of total) and cyclic cleansing
Filter Drains	£580.56	Unit Cost A + interest adjustment for inflation*	Linear m	Cyclic Cleansing and 2 replacements
Fin or Narrow Filter Drains	£444.36	Unit Cost A + interest adjustment for inflation*	Linear m	2 replacements
Permeable Paving	£421.41	Unit Cost A + interest adjustment for inflation*	m ²	2 replacements
Headwall (bagwork)	£1,388.62	Unit Cost A + interest adjustment for inflation*	Item	1 replacement
Channel Drains	£291.98	Unit Cost A + interest adjustment for inflation*	Linear m	Cyclic cleansing and 1 replacement
Pumps and Pumping Stations	£109,787.64	Unit Cost A + interest adjustment for inflation*	Item	Servicing and 10 replacements
Combined Drainage Kerbs	£325.64	Unit Cost A + interest adjustment for inflation*	Linear m	1 Replacement and cyclic cleansing
Structures	Add value where required	Unit Cost A + interest adjustment for inflation	-	See ADEPT guidance
Bespoke	Add value where required	Unit Cost A + interest adjustment for inflation	-	

1 Details

- 1.1 Commuted sums as per the table are payable prior to the issue of the Part 1 Certificate

- 1.2 If the Part 1 Certificate is issued within 2 years of the date of this Agreement then unit rate A will be payable for any applicable items within the schedule
- 1.3 If the Part 1 Certificate is issued after 2 years of the date of this Agreement then unit rate B will be payable for any applicable items within the schedule.
- 1.4 Unit rate B allows an annual compound interest rate to be applied to rate A to make an allowance for inflation and will only be applicable in the instance that issue of the Part 1 Certificate is after 2 years from the date of this Agreement
- 1.5 The form of the interest rate, applied after 2 years, can be selected by the Developer and 'locked in' via the agreement, as either a fixed rate or a rate based on the Construction Output Price Indices for All Construction and the Developer's election is set out in clause 14.1
- 1.6 If the interest rate used to calculate Rate B is to be fixed, an interest rate of 4% calculated on a compound annual basis shall be applied to Rate A for the period from the date of 2 years after the agreement until the date of payment
- 1.7 If the interest to calculate Rate B is to be based on the Construction Output Price Indices (OPI) for All Construction, an average OPI rate for each financial year will be calculated by HCC based on the Construction Output Price Indices for All Construction indices published by the Office for National Statistics. The interest rate calculated for each financial year will be applied to rate A for any subsequent corresponding years. Where there is no calculated average for the current financial year, the previous annual average rate will be applicable
- 1.8 In the event that the average OPI rate for each financial Construction Output Price Indices (OPI) for All Construction, for any given financial year is negative (i.e. shrinks) no interest will be applicable and rates will revert back to Rate A
- 1.9 To calculate rate B (interest charged after 2 years)
- 1.10 County Council will use the below formula
- 2 **County Council formula**
- 2.1 Defined terms are:
- 2.1.1 the Base Date Index (B) is the index at the base date.

- 2.1.2 the Latest Index (L) is the index at the anniversary of the base date.
- 2.1.3 the Price Adjustment Factor is $(L - B)/B$ for the index linked to it.
- 2.1.4 the index used to calculate the Price Adjustment Factor is the Construction Output Price Indices for All Construction (OPI) published by The Office of National Statistics
- 2.1.5 the Base Date for indices is January (The final index figures for this month shall be used).

NOTES

- Scales correct for A1 drawing
- No works shall commence within the existing public highway until the Agreement is signed.
- No works shall commence within the existing public highway until the Traffic Management Scheme has been approved in writing.
- Any soft spots within the proposed highway shall be dug out and the void backfilled in layers up to formation level with selected granular material as directed and to the satisfaction of the Highways Inspector.
- All fill material up to foundation level of the proposed highways to be approved and compacted in layers as directed and to the satisfaction of the Highways Inspector.
- Proposed depth of CAPPING LAYER shall depend on CBR test results and agreed with the Highways Inspector:
CBR
 - < 2% = Bespoke in accordance with IAN 73/06
 - 2% - 2.5% = 600mm Type F16F2
 - 2.5 - 3% = 500mm Type F16F2
 - > 3% = 125mm Type 1
 - SUB BASE = 150mm Type 1 for all CBR Values
- Any damage caused to the existing highway during the course of the works to be repaired as directed and to the satisfaction of the Highways Inspector and/or Area Engineer.
- Continuity of access to occupied areas to be maintained to the satisfaction of Highways Inspector, Area Office Engineer and/or Local Authority.
- No private surface water runoff shall be permitted to discharge onto the highway, or vice versa. Cut-off drains, channels and/or gullies shall be used to intercept any conflicting water.
- Any existing trees to be removed within / adjacent to the proposed highway shall have their roots grubbed up and loose soil removed and void backfilled in layers up to formation level with selected material as directed and to the satisfaction of the Highways Inspector.
- Any new trees within 3.6m of the proposed highway shall have their roots restrained by root barriers as directed and to the satisfaction of the Highways Inspector.
- No obstacles over 600mm high within visibility splay envelope. Any existing planting within visibility splay envelope to be trimmed to a height no greater than 600mm.
- Any abandoned/redundant pipes and chambers that fall within the proposed highway shall be grubbed up and the void backfilled in layers up to formation level of the carriageway with selected granular material or permanently filled with concrete (or similar filler).
- All redundant connections in existing manholes and chambers shall be sealed and the benching made good as directed and to the satisfaction of the Highways Inspector and/or utility company involved.
- Any existing live drains, sewers, ducts, cables, etc. that will pass under the proposed highway shall be surveyed, probed, banded, rodged, jetted, cut/v. etc. to ascertain their structural condition and suitability to fall within the new highway. If deemed necessary, special protection and/or replacement may be required as directed and to the satisfaction of the Highways Inspector, Area Engineer and/or Utility Company involved.
- Any existing live manholes, chambers, boxes, etc. that will be located within the proposed highway shall be surveyed to ascertain their structural condition and suitability to fall within the new highway. If deemed necessary, special protection and/or replacement may be required as directed and to the satisfaction of the Highways Inspector, Area Engineer and/or Utility Company involved.
- Developer/Contractor to provide suitable and effective wheel washing facilities to prevent mud from being conveyed onto the public highway and to provide the means to clean the Highway to the satisfaction of the Highways Inspector, Area Engineer and/or Local Authority.
- No concrete to be poured or laid in temperatures below 2°C on a falling maximum thermometer or below the temperature reaches 2°C on a rising maximum thermometer (to be provided by the Contractor and displayed in a position agreed by the Highways Inspector).
- All road signs and markings to comply with the Traffic Signs Manual.
- All road markings to be thermoplastic.
- Contractor to comply with Chapter 8 of the Traffic Signs Manual 2009.
- Tactile paving to comply with the Guidance on the use of Tactile Paving Surfaces 1998. Tactile Pedestrian Crossings to have a firm (maximum) upstand (not flush). The actual layout of tactile paving to be agreed on site with the Highways Inspector prior to laying slabs.
- Contractor to provide details of proposed excavation(s) of any areas within the existing highway to be affected over and above the proposed Balmouth & to be retained. Precise extent & nature to be agreed by the Highways Inspector & or the Area Highway Engineer.
- Safe continuity of access for vehicles, pedestrians and cyclists to be maintained to the satisfaction of the Highways Inspector and/or Area Office Engineer.
- Highways Inspector to approve all kerb and/or edging line and level on site with main contractor at a PRE-START MEETING prior to installation. The Highways Inspector will direct the contractor accordingly to achieve a satisfactory finish which may deviate from the technically approved detailed drawings. The contractor will record all variations for the 'as built' drawing issue.
- Existing retained MHC/RGA to be adjusted to suit revised proposed levels. Where located within tactile paved areas covers to be recessed to enable the tactile paving to be laid within the cover flush with the adjacent paving. Works to be undertaken in line with the requirements of the Statutory Undertaker and the approval of HCC Highways Inspector.
- Existing vegetation to be trimmed and cut back to the approval of HCC Highways Inspector.
- Any tree or hedge within 3m of the Highway shall have their roots restrained by root barrier/ protection as directed and to the satisfaction of the Highway Inspector.
- HCC will not adopt any highway drainage until Southern Water have approved in writing all connections to their surface water sewers and all new drainage has been checked by CCTV to prove that it is defect free.
- Refer to current editions of HCC 278/28 Highway Agreement and HCC Standard Details drawings and latest revisions thereof.
- Schedule of Supporting Drawings:
 - FC278/28-04 Existing Drainage Layout
 - FC278/28-05 External Levels
 - FC278/28-07 Drainage Overview
 - FC278/28-13 Drainage Layout
 - FC278/28-14 Drainage Areas Plan
 - FC278/28-15-16 Section 104/185 Agreement Plan
 - FC278/28-17 Section 104/185 SWS Long Sec
 - FC278/28-18 Section 104/185 SWS Long Sec
 - FC278/28-19-20 Construction Details
 - FC278/28-21-22 White Lining and Lighting
 - FC278/28-23 Highway Setting Out
 - FC278/28-24 Road - 3 Long sections
 - FC278/28-25 Track Plot - Fire Eng
 - FC278/28-26 Track Plot - Refuse
 - FC278/28-27 Highway Construction Details
 - SSE27297 SSE Lighting Design

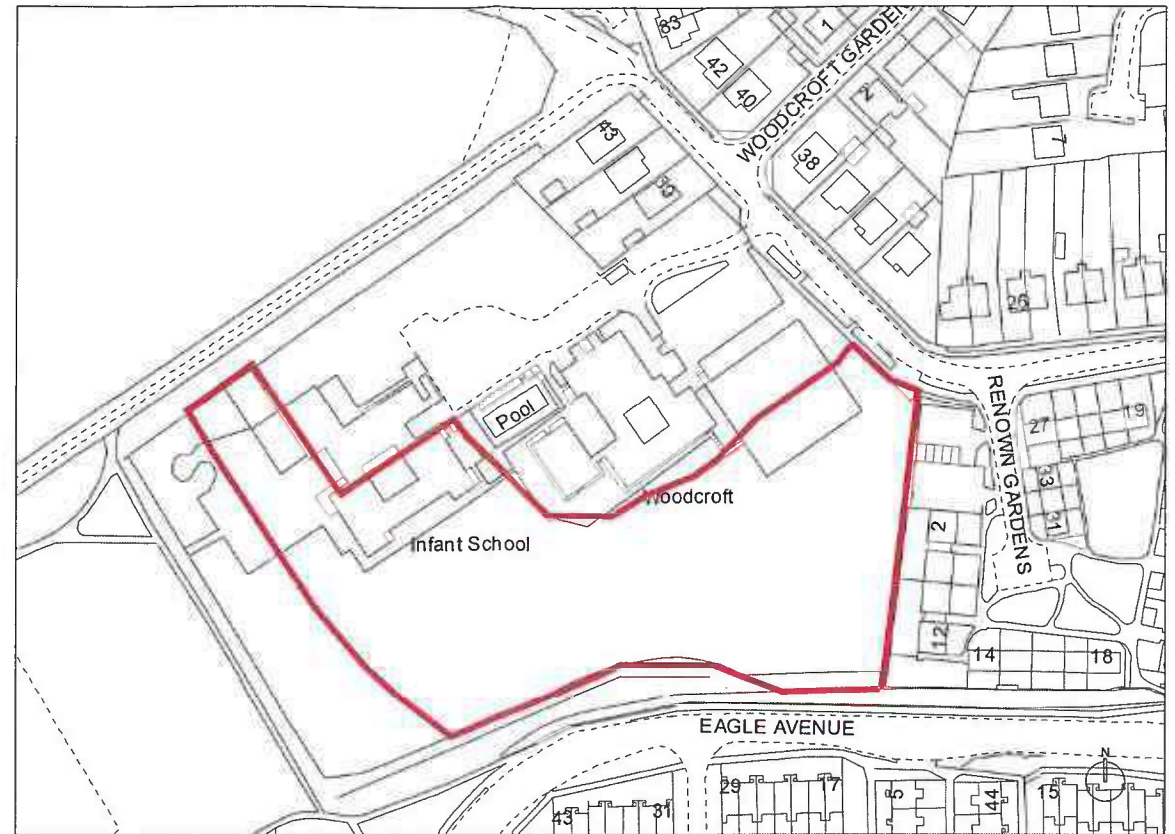
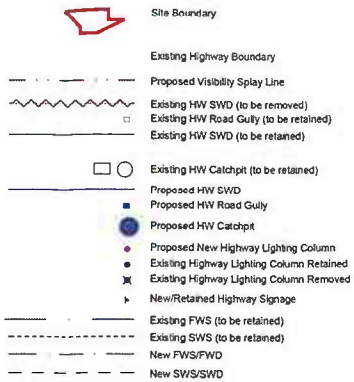
Section 38 Works



PRELIMINARY
Subject to the approval of:
LPA - HCC
HA - HCC/HA

Subject to confirmation of:
CBR Value Design Value = 2-5%
Testing to be undertaken during the first week of construction on site to establish equilibrium CBR values, and results to be agreed with HCC Highways Inspector.

- Contractor's attention is drawn to the following documentation:
- HCC Companion Guide to Manual for Streets (Adopted April 2010)
http://documents.hants.gov.uk/transport/manual_for_streets.pdf
 - HCC Construction Standard Details
<https://www.hants.gov.uk/transport/developers/standard-details>
 - HCC Section 278 Technical Submission Requirements July 2016
<http://documents.hants.gov.uk/Section278TechnicalSubmissionRequirements.pdf>
 - HCC Guidance notes Section 38 - Draft
<http://documents.hants.gov.uk/transport/S38-Report-GuidanceNotesForDevelopersApplyingforS38Agreement.pdf>
 - HCC Guidance notes HCC Series 10 Standard Detail Drawings
<https://www.hants.gov.uk/transport/developers/standard-details>



Site Location Plan (1:1250)

Scale in Meters
0 10 20 30 40 50 100



Section 38 Agreement Plan (1:500)

Signature

Authorised
Signatory

REV	DESCRIPTION	DATE
1	HCC request Yellow lining reinstated in black	10/07/24
2	HCC Update - yellow lining removed	20/10/20
3	General Update - Lighting & Easements	12/08/20
4	General Update - Lighting & Easements	08/05/20
5	General Update - HCC Comments	20/11/19
6	General Update	01/10/19
7	Issued For BUDGET/APPROVAL ONLY	09/08/18



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PROJECT	WOODCROFT WOODCROFT LANE WATERLOOVILLE HAMPSHIRE, PO8 9QD
DRAWING	PHASE 1 SECTION 38 HIGHWAY WORKS
SCALE	FC2789/28
DATE	15/04/20
DESIGNED	DEF569(JZB3E)
CHECKED	Luke Thompson
DATE	01/06/24
DESIGNED	01/06/24
CHECKED	01/06/24
DATE	01/06/24
DESIGNED	01/06/24
CHECKED	01/06/24
DATE	01/06/24

Sec 38 Agreement Technical Approval by HCC
Dated: 15/04/20
HCC Ref: DEF569(JZB3E)
HCC Engineer: Luke Thompson
Tel: 01962 847316/01962 847321
email: luke.thompson@hants.gov.uk