

DATED 23rd November

2016

PHILIP DYMOKE WHITE, FIONA ELIZABETH WHITE
and ALEXANDER STUART DYMOKE WHITE

(1)

and

THE COUNCIL OF THE BOROUGH OF HAVANT

(2)

and

HAMPSHIRE COUNTY COUNCIL

(3)

DEED

Pursuant to (inter alia)
Section 106 of the Town and Country Planning Act 1990
Relating to land South of Bartons Road Havant
In Hampshire

Solicitor to the Council
Havant Borough Council
Civic Offices
Civic Centre Road
Havant, Hampshire
PO9 2AX

THIS AGREEMENT is made the 23rd day of November 2016

BETWEEN

- (1) PHILIP DYMOKE WHITE, FIONA ELIZABETH WHITE and ALEXANDER STUART DYMOKE WHITE of Chidden Farmhouse, Chidden, Hambledon, Waterlooville Hampshire PO7 4TD as Trustees of PD WHITE ("the Owners")
- (2) THE COUNCIL OF THE BOROUGH OF HAVANT OF Civic Offices Civic Centre Road Havant Hampshire PO9 2AX ("the Council") and
- (3) HAMPSHIRE COUNTY COUNCIL OF The Castle, Winchester, Hampshire SO23 8UJ ("the County Council")

WHEREAS:

- (1) The Council is a Local Planning Authority for the purposes of the Act for the area within which the Land is situate.
- (2) The County Council is a Local Planning Authority for the purposes of the Act, the local highway authority for Hampshire (save for trunk roads and special roads) for the purposes of the Highways Act 1980, the transport authority for Hampshire for the purposes of the Transport Acts of 1985 and 2000 and the local education authority for the area in which the Land is situate.
- (3) The Owners are the trustees for the freehold owner of the Land registered at Land Registry under Title number SH34071 (save for that part which forms part of the public highway).
- (4) Chidden Farms of Chidden Farmhouse, Chidden, Hambledon, Waterlooville Hampshire PO7 4TD has submitted the Application for the Development to the Council and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained hereto.
- (5) The Council, the County Council and the Owners consider that the matters contained in this Agreement are:
 - (a) necessary to make the Development acceptable;
 - (b) directly related to the Development; and
 - (c) fairly related in scale and kind to the Development.
- (6) This Deed is supplemental to a Deed of Agreement dated 7th October 1992 made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 between (1) Richard Charles Kirby and Peter Richard Wingate Pemberton and (2) the Council in relation to the development of land west of Southleigh Road and North of Rowan Road, Havant in Hampshire ("the Original Section 106 Agreement").

- (7) By supplemental Agreement dated 26th September 1995 and made between (1) Richard Charles Kirby and Peter Richard Wingate Pemberton and (2) the Council the parties thereto agreed inter alia to vary the provisions of the Original Section 106 Agreement so as to substitute Plan 2, revoke clause 6, amend provisions within the conveyance attached to the Section 106 Agreement and replace wording in clause 10.3 of the Original Section 106 Agreement ("the 1995 Supplemental Agreement").
- (8) By supplemental Agreement dated 29th March 1996 and made between (1) the Council (2) Portsmouth Housing Association Limited (3) Hermitage Housing Association Limited the parties thereto agreed inter alia to vary the provisions of the Original Section 106 Agreement and the 1995 Supplemental Agreement so as to acknowledge the roadworks obligations being satisfied and to confirm that once the land transfers occur the obligations within clause 10 shall be rendered null and void and the restrictions on commencement under clause 8 shall not apply and it also acknowledged the Council having completed and signed the application referred to in clause 3(a).
- (9) By Supplemental Agreement dated 4th April 1996 and made between (1) Richard Charles Kirby and James Westwood Squier and (2) the Council the parties thereto agreed inter alia to vary the provisions of the Original Section 106 Agreement so as to declare clause 10 of the Original Section 106 Agreement to be null and void and to cease to take effect and undertook to secure the connection of certain land to the existing public highway.
- (10) By Supplemental Agreement dated 19 February 2004 and made between (1) Richard Charles Kirby and James Westwood Squier (2) Ideal Homes Limited and (3) the Council the parties thereto agreed to vary the provisions of the Original Section 106 Agreement in relation to a footpath.
- (11) By supplemental Agreement dated 31st October 2012 and made between (1) the Council (2) Southern Co-operative Properties Limited (3) Richard Charles Kirby and Philip Dymoke White the parties thereto agreed inter alia to vary the provisions of the Original Section 106 Agreement so as to exclude the area of land shown on an appended plan from being bound by the provisions within clause 2 relating to Restricted Land (as defined in the Original Section 106 Agreement).
- (12) By supplemental Agreement dated 8 April 2015 and made between (1) the Council (2) Philip Dymoke White, Fiona Elizabeth White and Alexander Stuart Dymoke White the parties thereto agreed inter alia to vary the provisions of the Original Section 106 Agreement so as to release the land (as defined in the supplemental deed dated 8 April 2015).

NOW THIS DEED WITNESSETH as follows:

1 Statutory Powers

This Agreement is made pursuant to:

- 1.1 Section 106 of the Act;
- 1.2 Section 1 of the Localism Act 2011;
- 1.3 Section 111 of the Local Government Act 1972; and
- 1.4 all other enabling powers which may be relevant for the purpose of giving validity to and enforcing the obligations contained in this Agreement to the intent that it shall bind the Owners and the successors in title to each and every part of the Land and their assigns subject to the terms hereof.

2 Interpretation

- 2.1 Reference in this Agreement to a Clause, Schedule or Recital shall mean a Clause, Schedule or Recital to this Agreement.
- 2.2 Headings in this Agreement are for ease of reference only and shall not affect construction or interpretation of any of the provisions of this Agreement.
- 2.3 In this Agreement where the context so admits:
 - 2.3.1 words importing one gender shall include all other genders
 - 2.3.2 words importing the singular shall include the plural and vice versa.
- 2.4 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

3 Definitions

- 3.1 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.

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

"Affordable Housing Funding" means one or more of the following funding sources:

- a) any funding from the Homes and Communities Agency of finance to subsidise the cost of providing Affordable

Housing Units on the Land provided by the Homes and Communities Agency or any other such other funding initiatives;

- b) approval or such other indication from the Homes and Communities Agency that the Land (or part thereof) will be accepted as a reserve and/or strategic site and funding will be made available; or
- c) funding from a Registered Provider in anticipation of a grant allocation or other funding source.

"Affordable Housing Land"

means that part of the Land to be used for the provision of the Affordable Housing Units.

"Affordable Housing Units"

means those Dwellings together with suitable amenity and parking areas which are to be made available by the Owners for Affordable Housing on the Affordable Housing Land.

"Affordable Rent"

means rent which is set at no more than 80% of the gross local market rent (including service charge where applicable) as defined in the National Planning Policy Framework PROVIDED ALWAYS that at the time of each letting the rents would not exceed the local housing allowance rates unless otherwise agreed in writing with the Council and the rents shall only be increased annually in accordance with arrangements made for such rent increases established by the Homes and Communities Agency.

"Affordable Rented Unit"

means in relation to the Affordable Housing Units housing for rent available to persons who cannot afford to rent or buy houses generally available on the open market with the rent being at an Affordable Rent and such unit shall have a minimum tenancy term of five years in accordance with the (to the extent relevant) guidance issued by the Homes and Communities Agency in 2011 (or, in the event of its discontinuance, any replacement or updated guidance issued by the Homes and Communities Agency).

"Alternative Affordable Housing Provider"	means any organisation or body operating as a private landlord who is not a Registered Provider but who has entered into a management contract for the management of the Affordable Housing Units and which ensures the Affordable Housing Units are retained for future Eligible Persons to the extent legally possible and to ensure the recycling of any grant.
"Application"	means the application for outline planning permission submitted to the Council and given reference number APP/15/01435 for residential development of 175 dwellings with associated infrastructure.
"Approved Provider"	means a Registered Provider or, if approved by the Council, an Alternative Affordable Housing Provider.
"Boundary Hedges"	means any hedging existing and to be provided along the boundary of the Land save any hedges to be transferred as part of the transfer of a Dwelling.
"Common Parts"	means the parts of the Land to be managed by a Management Company as described in Schedule 1 paragraph 4.
"Completion Certificate Standard"	means completion to the full satisfaction of the County Council as evidenced by the issue of a certificate of completion by the County Council pursuant to a related Highway Works Agreement (for the avoidance of doubt to be issued on completion of the works but ahead of any maintenance period)
"Composite Section 106 Agreement"	means the Agreement dated 7 th October 1992 made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 by (1) Richard Charles Kirby and Peter Richard Wingate Pemberton and (2) the Council in relation to the development of land at land west of Southleigh Road and North of Rowan Road, Havant in Hampshire as supplemented and varied by the Supplemental Deeds.
"the Development"	means the development authorised by the Planning Permission.
"Director"	means the County Council's Director of Economy

	Transport and Environment (which expression shall include the servants, agents and licensees of the Director) or such other officer as may from time to time be primarily responsible for the County Council's functions, duties and responsibilities as highway authority pursuant to the Highways Act 1980 and planning authority.
"Dwelling"	means any dwelling including the Affordable Housing Units and Open Market Housing Units forming part of the Development.
"Education Contribution"	means the sum of £997,089 (NINE HUNDRED AND NINETY SEVEN THOUSAND AND EIGHTY NINE POUNDS) (Index Linked from the date of this Agreement until the date of payment) and payable by the Owners to the County Council in accordance with the provisions of Schedule Three and to be used towards the provision of education facilities at Sharps Copse Primary School
"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 site-wide 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 2 to the reasonable satisfaction of the Council.
"Footpath/Cycle Route Works"	means highway works to be carried out on the Land for the provision of a shared use footpath/cycletrack in a position to be approved through Reserved Matters Stage between the points marked A and B upon drawing 14-018-010 Rev B appended hereto including the link to Japonica Way
"Framework Travel Plan"	means the Residential Travel Plan Rev C dated June 2016 and approved by the County Council

appended hereto at Appendix 1.

"Full Travel Plan"

means the final and full travel plan to be prepared by the Owners in accordance with the Framework Travel Plan and such Full Travel Plan to be submitted to and approved by the County Council to include a package of measures aimed at promoting and implementing more sustainable travel choices and reducing reliance on the private motor vehicles for travel to and from the Development to which the Full Travel Plan relates.

"Full Travel Plan Approval Fee"

means the sum of £1500.00 (fifteen hundred pounds) payable by the Owners to the County Council on approval of the Full Travel Plan by the County Council.

"Full Travel Plan Monitoring Fee"

means the sum of £15,000.00 (fifteen thousand pounds) payable by the Owners to the County Council in accordance with the provisions of Schedule Three for the monitoring of the Full Travel Plan by the County Council.

"Full Travel Plan Bond"

means a bond approved by the County Council for the sum of seventy four thousand seven hundred and fifty pounds (£74,750) such sum being the cost of the implementation and compliance with the targets/measures of the Full Travel Plan (as estimated by the County Council) plus ten percent (10%) thereof by a surety acceptable to the Head of Governance and Monitoring Officer to secure the implementation of and compliance with the agreed targets/measures of the approved Full Travel Plan.

"Head of Governance and Monitoring Officer"

means the County Council's Head of Governance and Monitoring Officer for the time being or such other officer or officers as may from time to time be primarily responsible for the provision of legal advice to the County Council.

"Help to Buy Agency"

means the body nominated by the Homes and Communities Agency to be responsible for Low Cost Home Ownership nominations within the administrative area of the Council or in the event that nobody has been nominated such other body or organisation as the Council shall first approve in writing.

"Highway Works"	means the off site highway works comprising the provision of capacity improvements to Bartons Road at the junction with Horndean Road as shown in principle upon drawing 14-018-016 appended hereto.
"Highway Works Agreement"	means an agreement or agreements pursuant to (inter alia) section 278 and/or section 38 Highways Act 1980 to be entered into by the Owners with the County Council.
"Homes & Communities Agency"	means the body corporate charged under the Housing and Regeneration Act 2008 with the functions of regulating the provision of Affordable Housing within the administrative area of the Council by any Registered Provider or if such body ceases to exist or is superseded, the equivalent body.
"Implementation"	means the implementation of the Development pursuant to the Planning Permission by the carrying out of a material operation as defined in Section 56(4) of the Act but for the purposes of this Agreement material operations shall not include operations consisting of site clearance or surveys, demolition work on the Land, archaeological investigations, investigations for the purpose of assessing contamination, remedial action in respect of contamination, diversion and laying of services and the erection of means of enclosure for the purposes of site security and/or the display of advertisements and/or erection of site compounds and/or all works necessary to undertake the Site Access Works and a material operation shall be construed as being carried out on the earliest date on which any material operation is begun and "Implement" shall be construed accordingly.

"Index"

means:

- In respect of the Education Contribution the Business Cost Information Service (BCIS) All In Tender Price Index published by the Department for Business Innovation and Skills (or amendment or replacement thereof); and
- In respect of the Sustainable Integrated Transport Contribution the Retail Price Index ("RPI") published by the Office for National Statistics (or amendment or replacement thereof).

"Index Linked"

means in the case of any sum expressed in this Agreement to be Index Linked, to be increased or decreased in line with the formula

$$C = \text{£Y} \times (B / A)$$

Where: A is the figure for the Index that applied the month immediately preceding the date of this Agreement.

B is the figure of the Index that applied for the month preceding the date of payment of a contribution pursuant to the provisions of this Agreement.

£Y is the contribution payable pursuant to this Agreement.

C is the level of the contribution after the application of the above indexation formula.

"Land"

means the land south of Bartons Road Havant shown for identification purposes only edged red on Plan A.

"Landscaping"

means any unadopted approved landscaping features or areas to be provided within the Land.

"Low Cost Home Ownership"

means help to buy products as defined by the Homes and Communities Agency including Shared Ownership and "Low Cost Home Ownership Units" shall be construed accordingly

"Management Company"

means a company or other body to be charged with the management of the Common Parts in accordance with paragraph 4 of Schedule 1.

"Monitoring Fee"

means the sum of FIVE THOUSAND POUNDS

(£5,000) being a fee (and to be applied at such time and in such manner as the Council shall in its absolute discretion determine) used towards the costs to be incurred by the Council in the provision of suitably qualified and experienced persons whose function is inter alia to monitor co-ordinate and enforce planning agreements

"Occupation"

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupier" shall be construed accordingly.

"Off-Site Pedestrian/Cycle Improvements"

means the creation of a shared use footpath / cycleway on Bartons Lane between New Lane and the public right of way to the Wyvale Centre as shown upon drawing 14-018-015 Rev D appended hereto.

"Open Market Housing Units"

means the residential units available for sale on the open market but excluding the Affordable Housing Units.

"Payee"

means the person or persons that paid the relevant contributions required under the terms of this Agreement and if there are multiple persons then the returned amount shall be proportioned between them according to the percentage that the relevant person paid.

"Plan A"

means the plan annexed hereto with drawing reference 063/PL/02 titled "Existing Site Plan".

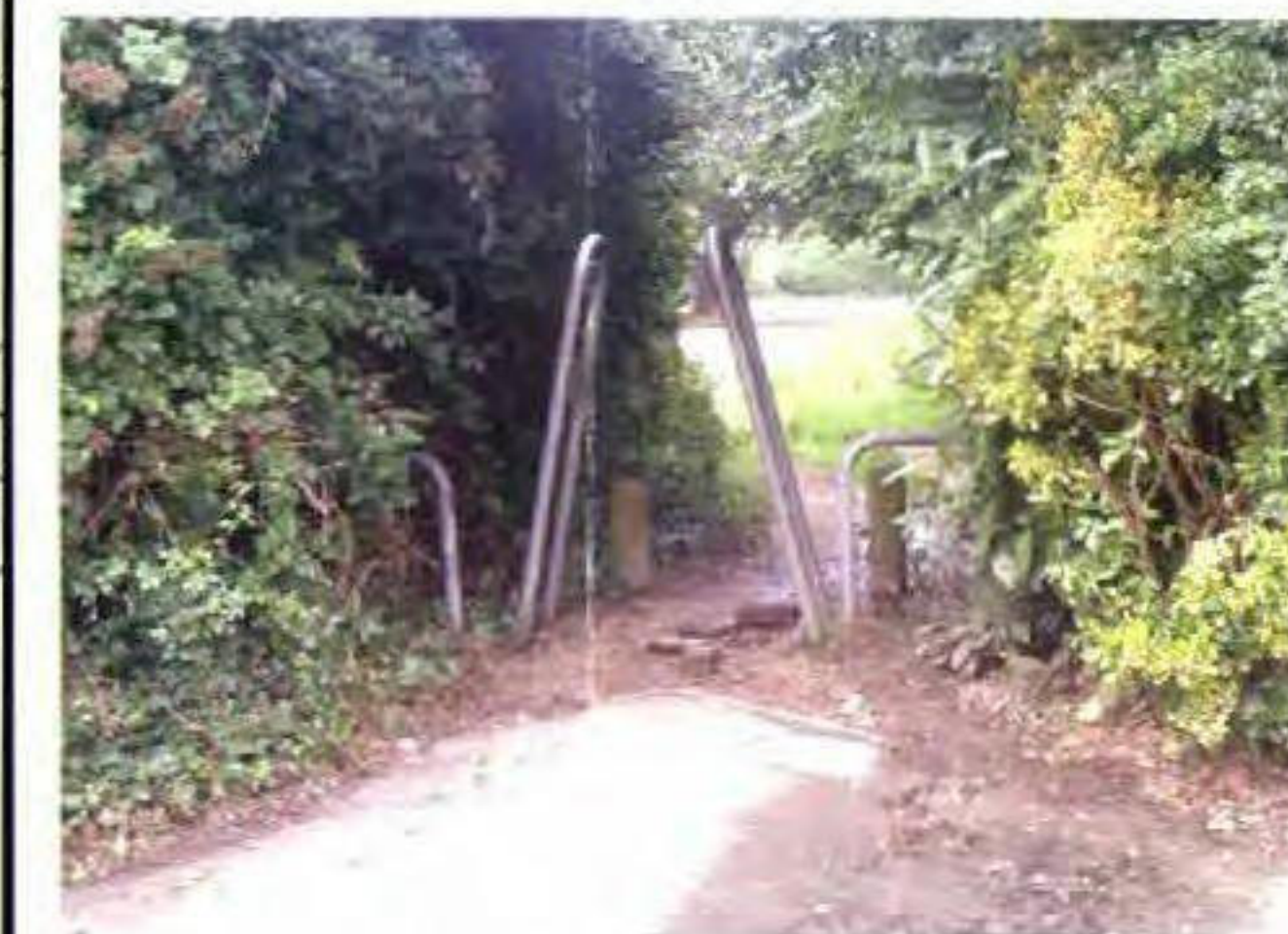
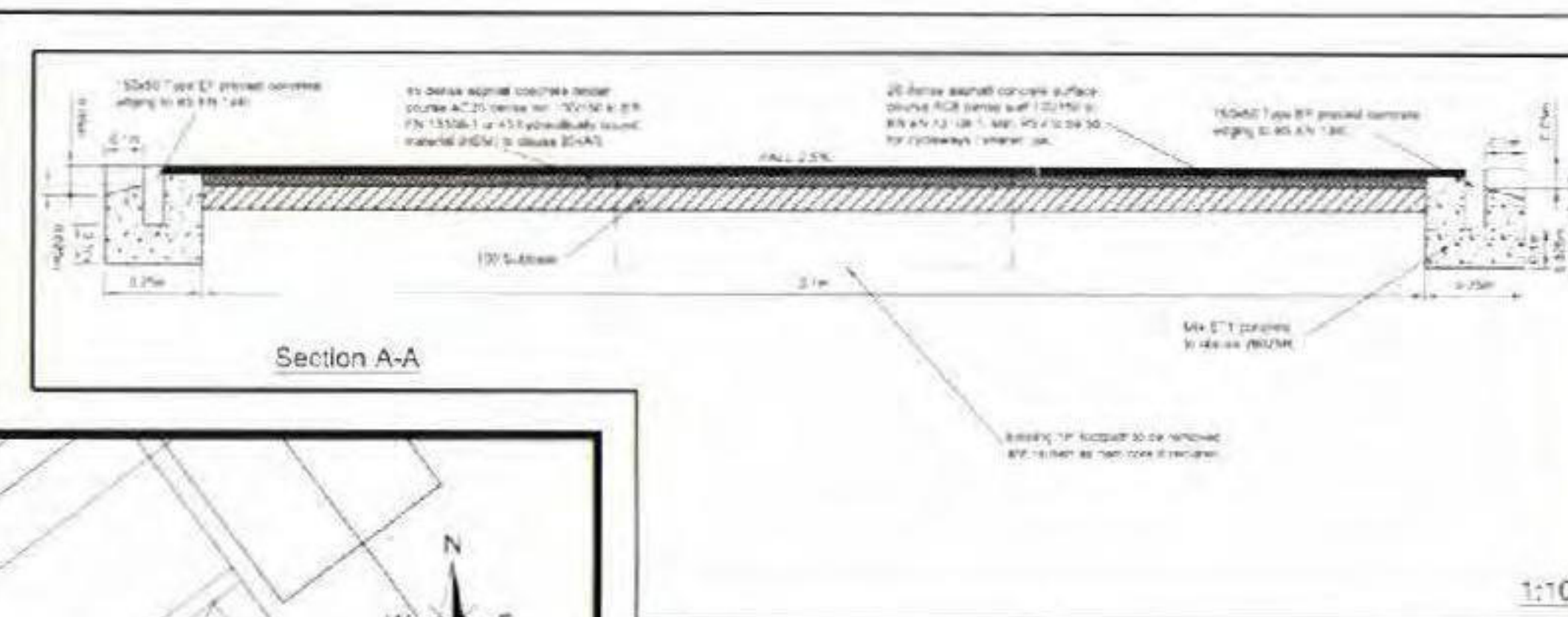
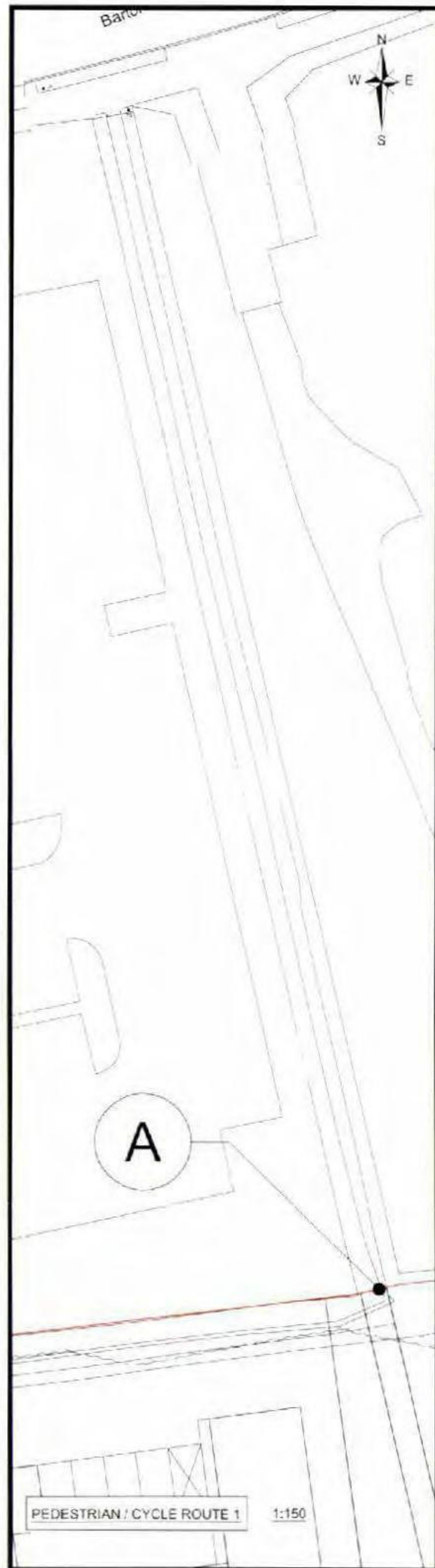
"Planning Permission"

means the outline planning permission for the Development granted pursuant to the Application and any new planning permission granted by the Council (but not on appeal) subsequently pursuant to an application under section 73 of the Act where the obligations contained herein are considered necessary to make the development under the new permission acceptable in planning terms.

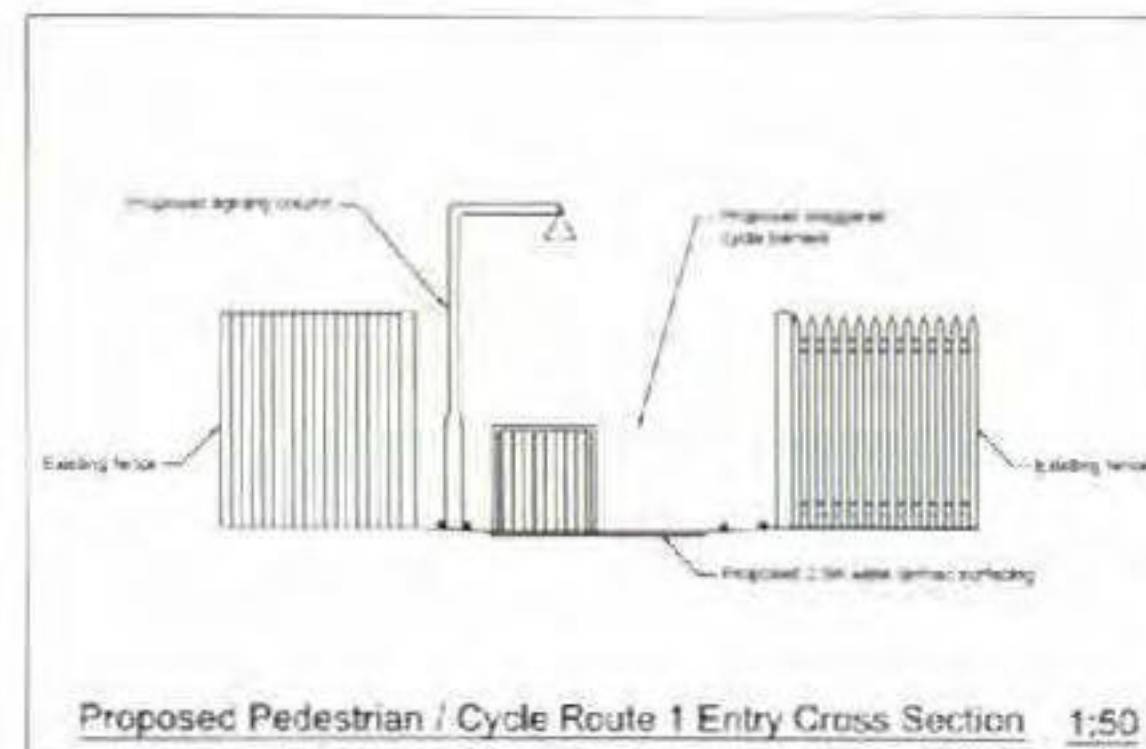
"Protected Tenant"

means any tenant who:

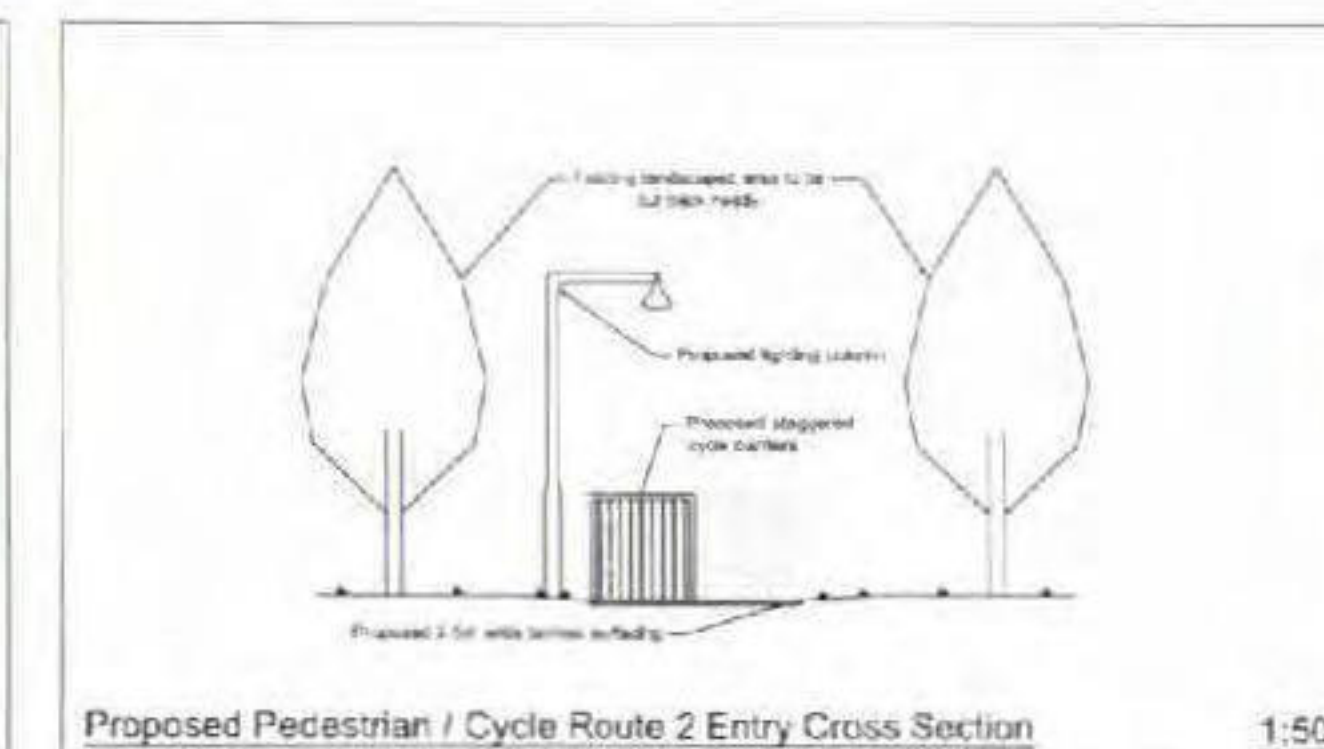
- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory



Photograph of Existing Footpath to / from Japonica Way



Photographs of Existing Footpath to / from Bartons Road



36/7431

CEA Consulting Engineers Ltd

Land South of Bartons Road, Havant

Improvement Schemes for PROW Connections

Childen Farm

Scale: 1:100

Drawn: SA

Checked: SA

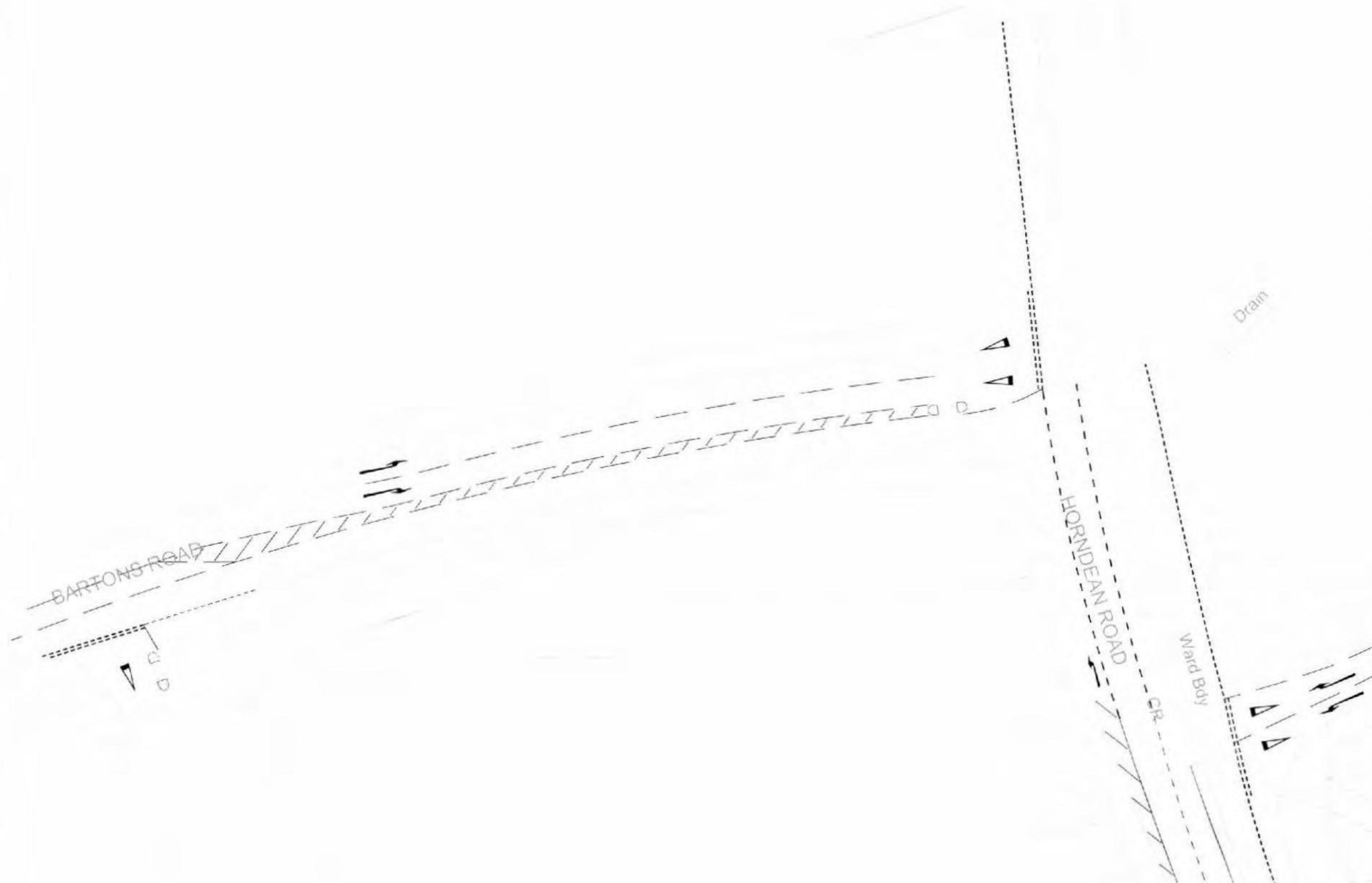
Approved: SA

Date: 15/05/2018

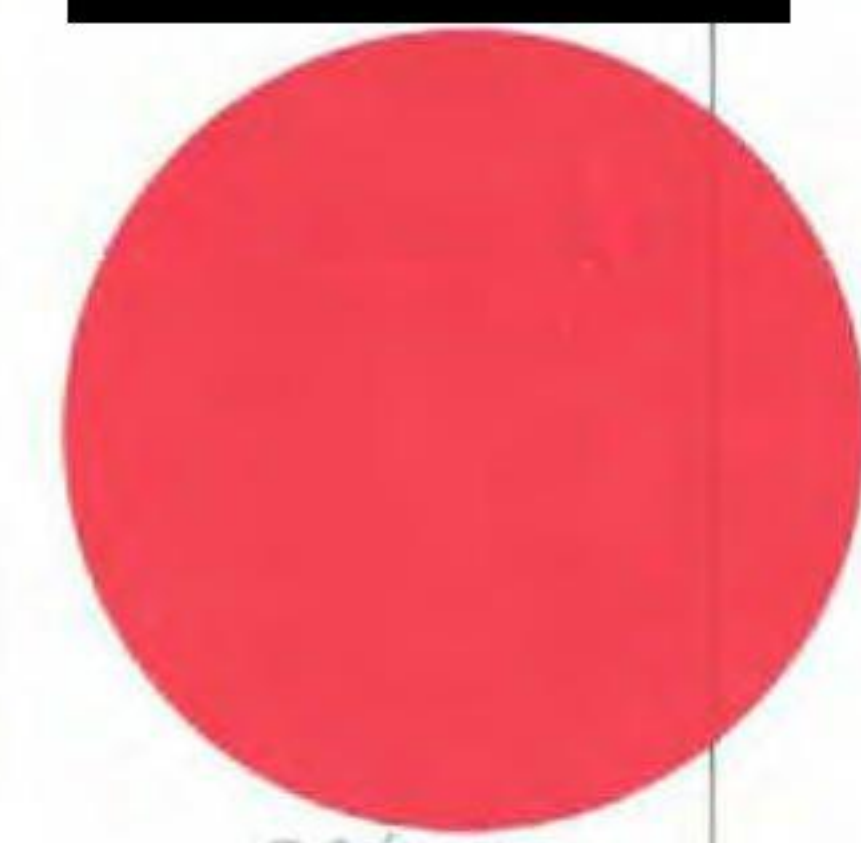
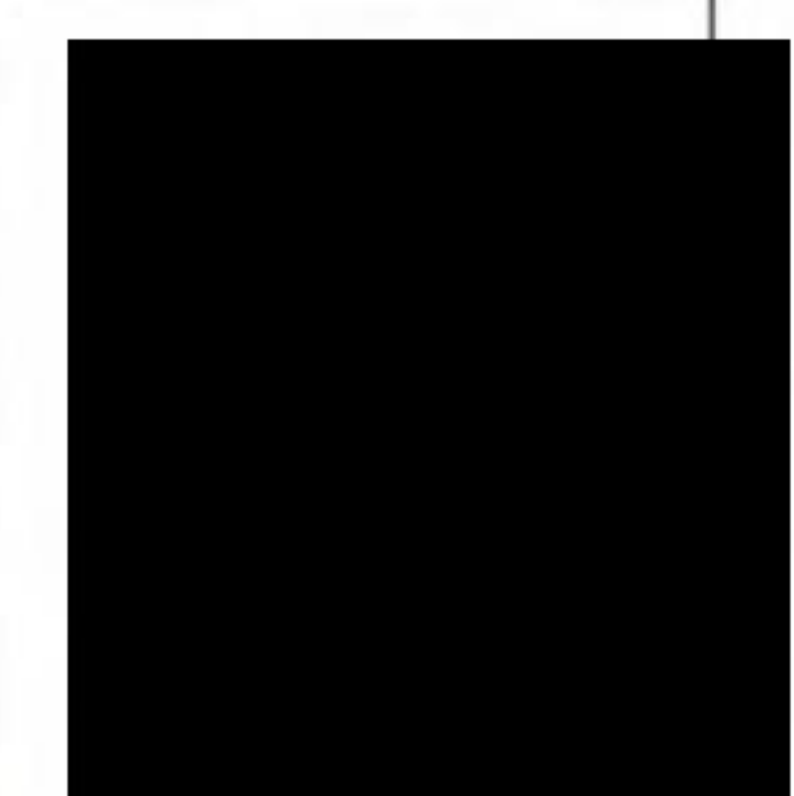
Project No: 14/018

Sheet No: 14/018-01

Page: 1



NOTES



36/7341



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www.ce-engineers.co.uk

Land South of Bartons Road, Havant

Proposed lengthening of left turn lane
at jctn of Barton's Rd & Horndean Rd

Chidden Farms

Scale	1:250@A1	Date	Feb 16	Designed	SA
Drawn	GG	Checked	SA	Approved	GAC
Rev No	14-018	Drawing No	14-018-016	Rev	

Do not scale from this drawing.
Contractors to confirm all dimensions before
commencing work on site or shop drawings.
STAINSBYARCH.
discrepancies.

367341

Rev. Amendment Date

PLANNING

Client: CHIDDEN FARMS

Project: BARTONS ROAD
HAVANT

Title: EXISTING SITE PLAN

Drawn: AS Authorised: AS

Scale: A1 1:1000 Date: DECEMBER 2015

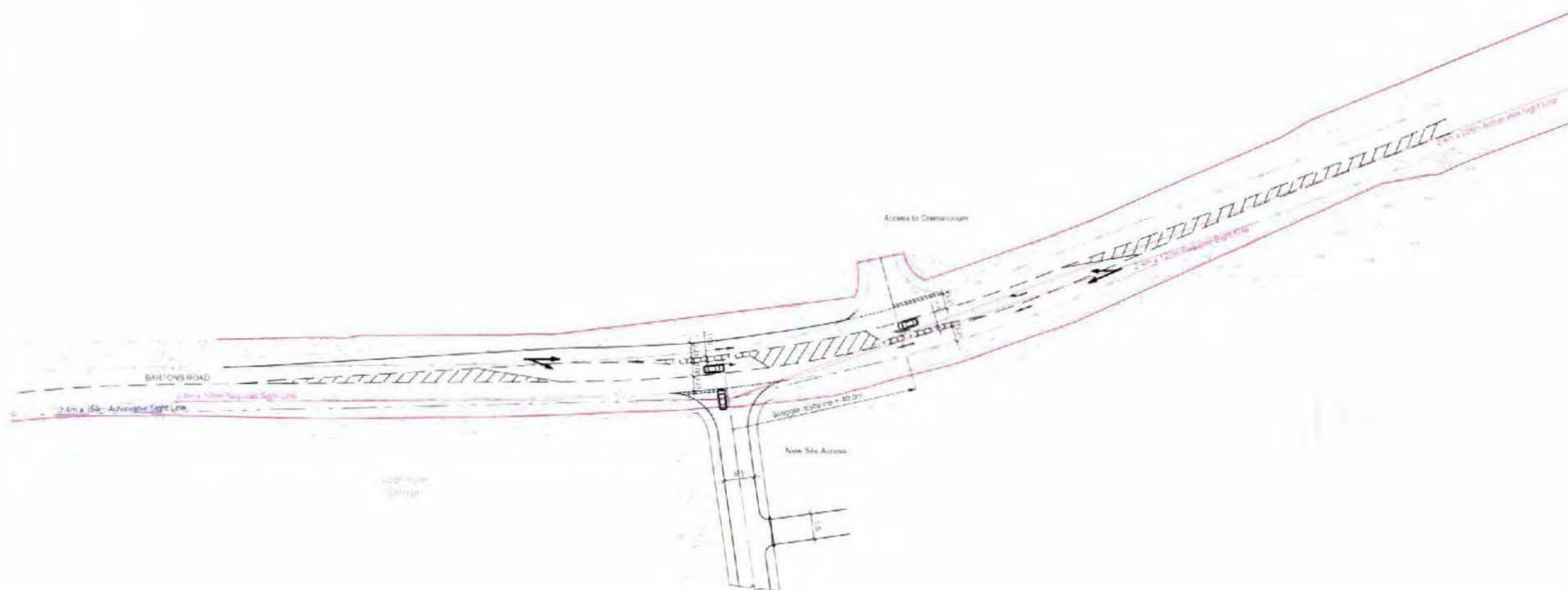
063 PL 02 Rev: --

STAINSBYARCHITECT

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NOTES

1. Do not scale from this drawing.
2. The access to the Crematorium is based on existing drawings from the public domain and the exact position should be checked and varied as appropriate.
3. The position of the new site access is subject to confirmation of the highway boundary and 1 and 2.

1. Local access	1.1	1.1	1.1
2. Local access	2.1	2.1	2.1
3. Local access	3.1	3.1	3.1
4. Local access	4.1	4.1	4.1
5. Local access	5.1	5.1	5.1
6. Local access	6.1	6.1	6.1
7. Local access	7.1	7.1	7.1
8. Local access	8.1	8.1	8.1
9. Local access	9.1	9.1	9.1
10. Local access	10.1	10.1	10.1



WILLIAM B. G. & A. CONSULTING ENGINEERS LTD
14-018-002

Land South of Barton's Road, Havant

Preliminary Site Access Plan

Chidden Farms

Scale	1:500 @ A1	Date	Apr 15	Drawn by	SB
Client	SB	Checked by	GAC	Approved by	GAC
Ref No	14-018	Drawing No	14-018-002	Rev	H

		provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or (c) has been granted a shared ownership lease by an Approved Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased the remaining shares to that the tenant owns the entire Affordable Housing Unit.
"Registered Provider"		means a Registered Provider as defined in Part I of the Housing Act 1996 registered by the Homes and Communities Agency or any successor body pursuant to Section 3 of that Act and not removed from the register pursuant to Section 4 of that Act and which has been notified in writing to the Council.
"Residential Units"		means residential dwellings whether individually or in groups and whether divided vertically or horizontally.
"Reserved Matters Stage"		means the time from when the first details of any matters reserved under the terms of the Planning Permission for subsequent approval are submitted to the Council until the time limit for submitting such details expires.
"Shared Ownership"		means affordable housing leased to a lessee who purchases a percentage of the equity of the Affordable Housing Unit and pays a rent in relation to the share of the equity retained by the Approved Provider.
"Site Access Works"		means the highway works for the provision of a site access as shown in principle upon drawing 14-018-002 Rev H appended hereto.
"Solent Recreation Project Contribution"	Mitigation	THIRTY THOUSAND EIGHT HUNDRED POUNDS (£30,800) together with any Indexation supplied to Havant Borough Council by the Solent

Recreation Mitigation Partnership, being calculated as the sum of £176 for each dwelling in respect of the Special Protection Area mitigation measures delivered through the Interim Solent Recreation Mitigation Strategy.

"Staircasing Receipts"

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

"SuDS"

means a sustainable drainage system for the Development to include inter-alia: drainage ditches and attenuation area, tanks, associated access chambers, infiltration areas, swales, gullies, interceptors or pipes, including any pipe and associated outfall into any existing watercourse or drainage system and any active attenuation device, such as hydrobrakes and valves in accordance with a specification agreed in writing by the Council and if statutorily empowered so to do by the County Council.

"Supplemental Deeds"

means the Deeds referred to in Recitals (6) to (12) inclusive.

"Sustainable Integrated means the sum of sixty five thousand pounds (£65,000) Index Linked from the date of this Transport Contribution" Agreement until the date of payment to be used towards the provision of:

- bus shelter improvements on Southleigh Road near the junction of Rowan Road; and/or
- a shared use pedestrian/cycle link to connect the Land with the Off-Site Pedestrian/Cycle Improvements

4 Planning Obligations

4.1 The obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act and those contained in Schedule 1 are enforceable by the Council and those contained in Schedule 3 by the County Council.

4.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5 Covenants Binding on Implementation

The covenants, undertakings, obligations and restrictions in this Agreement are conditional upon both the grant of Planning Permission and Implementation save for the provisions in clauses 5, 6, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and 30 which shall come into effect immediately on completion of this Agreement.

6 Implementation and Notification

6.1 The Owners will notify the Council and the County Council in writing or procure that is so notified of each of the following events within seven days of such event occurring:-

- 1) Implementation of the Development;
- 2) Occupation of the first Dwelling comprised within the Development;
- 3) Occupation of 50% of the Open Market Housing Units comprised within the Development;
- 4) Occupation of more than 49 Dwellings comprised within the Development;
- 5) Occupation of more than 99 Dwellings comprised within the Development; and
- 6) Occupation of more than 149 Dwellings comprised within the Development.

7 Release

7.1 The Council and the Owners hereby agree that the Land shall be released from the terms of the Composite Section 106 Agreement and the Supplemental Deeds such that the terms of the Composite Section 106 Agreement and the Supplemental Deeds shall not be binding upon the Owners in their capacity as freehold owners of the Land nor their successors in title or persons deriving title from them.

7.2 Save as referred to in clause 7.1 the Owners and the Council confirm that the terms of the Composite Section 106 Agreement and Supplemental Deeds remain unaffected by the entering into of this Deed

8 The Owners Covenants with the Council

The Owners covenant for the benefit of the Council to comply with the obligations as set out in Schedule 1.

9 The Owners Covenants with the County Council

The Owners covenant for the benefit of the County Council to comply with the obligations as set out in Schedule 3.

10 The County Council's Covenants

The County Council covenants with the Owners as set out in Schedule 4.

11 Council and County Council Discretion

Nothing in this Agreement shall be construed as restricting the exercise by the Council and/or the County Council of any powers exercisable by them under the Act or under any other Act.

12 Disputes

12.1 Any dispute or difference between the parties in connection with this Agreement shall be referred to and determined by a single expert to be appointed by agreement by the parties to the dispute or in default of agreement to be either an independent and duly qualified surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or a member of any other appropriate professional body as may be agreed between the parties and any person appointed shall act as an expert ("the Expert").

12.2 The Expert's decision (including without limitation as to the payment of costs) shall be final and binding upon the parties save in respect of any decision which is founded upon manifest error or fraud.

12.3 Any costs shall be payable by the parties to the dispute in such proportions as the Expert shall determine and failing such determination shall be borne by the parties in equal shares.

12.4 Any Expert shall be appointed on the basis that he shall provide each party with the opportunity to make written representations and counter-representations (on the original representations) within a specified time and that he shall make his decision within 8 weeks of appointment

12.5 The provisions of this clause shall not affect the ability of the County Council to apply for and be granted any of the following:- declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Agreement and consequential and interim orders and relief.

13 No Waiver

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

14 Costs

14.1 Upon completion of this Agreement the Owners hereby agree to pay the Council's reasonable and proper legal and other costs of £3,000 in connection with the preparation negotiation and completion of this Agreement.

14.2 Upon completion of this Agreement the Owners shall pay the County Council's reasonable and proper legal and technical costs incurred in connection with the preparation negotiation and completion of this Agreement.

15 Successors

The expression "the Owners" shall include their respective successors in title and assigns subject to the terms hereof.

16 Council and County Council Successors

The expression "the Council" and the "County Council" shall include successors to their respective statutory functions.

17 Notices

17.1 Save where particular clauses specify otherwise all notices to be served and notifications to be given for the Council shall be marked for the attention of the Head of Planning and sent to Havant Borough Council, Public Service Plaza, Civic Centre Road, Havant Hampshire PO9 2AX.

17.2 Save where particular clauses specify otherwise all notices to be served and notifications to be given for the County Council shall be marked for the attention of the Head of Governance and Monitoring Officer, Hampshire Legal Services, The Castle, Winchester, S02 8UJ with reference "s106 Bartons Road 105434".

18 Approvals

Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council and/or the County Council under the terms of this Agreement, such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed and shall either be granted or written reasons given for refusal.

19 Third Parties

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

20 Local Land Charge

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

21 Liability

- 21.1 No person shall be liable for breach of a covenant contained in this Agreement after he shall have parted with all interest in the Land but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 21.2 Nothing in this Agreement shall require the performance by the Owners of any obligations whatsoever in or upon or over land outside the Land if that land is outside the ownership or control of the Owners (unless it forms part of the public highway and is subject to a Highway Works Agreement).
- 21.3 If the Planning Permission shall expire before Implementation or shall at any time be quashed, revoked, or otherwise withdrawn then this Agreement shall immediately determine and cease to have further effect but in ceasing to have further effect shall not prejudice any express or implied rights accrued to the Owners by virtue of anything done under any covenant in or arising from the terms of this Agreement.
- 21.4 The Council will on the written request of the Owners at any time after the obligations of the Owners under this Agreement have been fulfilled issue written confirmation of it and cancel all related entries in the Register of Local Land Charges.
- 21.5 This Agreement shall not be enforceable against any owners of individual Dwellings or Residential Units, Occupier, tenant or mortgagee of the Dwellings or Residential Units constructed pursuant to the Planning Permission nor against those deriving title from them nor statutory undertakers acquiring an interest in the Land for the purposes of their undertaking.
- 21.6 Philip Dymoke White, Fiona Elizabeth White and Alexander Stuart Dymoke White enter into this Agreement in their capacity as trustees of P D White only and not in their personal capacity.

22 Interest on Late Payments

Any amount payable by the Owners under this Agreement which is not paid on the due date shall be payable with interest calculated at the rate of 2% above the base lending rate from time to time of National Westminster Bank plc calculated on a daily basis from the date on which it fell due to the date of payment.

23 Change in Ownership.

The Owners agree with the Council and the County Council to promptly give each of them written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged such notice to be in writing and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the areas of the Land purchased by reference to a plan (save in relation to individual Dwellings).

24 No Fetter on Discretion

Nothing in this Agreement shall be taken to be or shall operate so as to fetter or prejudice the Council's or the County Council's statutory rights powers remedies discretions and responsibilities.

25 Enforceability

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

26 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

27 Spend in Advance

If prior to receipt of any contributions payable under the terms of this Agreement the County Council incurs any expenditure in providing facilities or services to which this Agreement authorises contributions to be applied then the County Council may immediately following receipt of such contributions deduct therefrom sums equivalent to such expenditure and it is hereby agreed and acknowledged that the County Council shall not subsequently be required to repay any contributions set against such expenditure.

28 Delivery

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

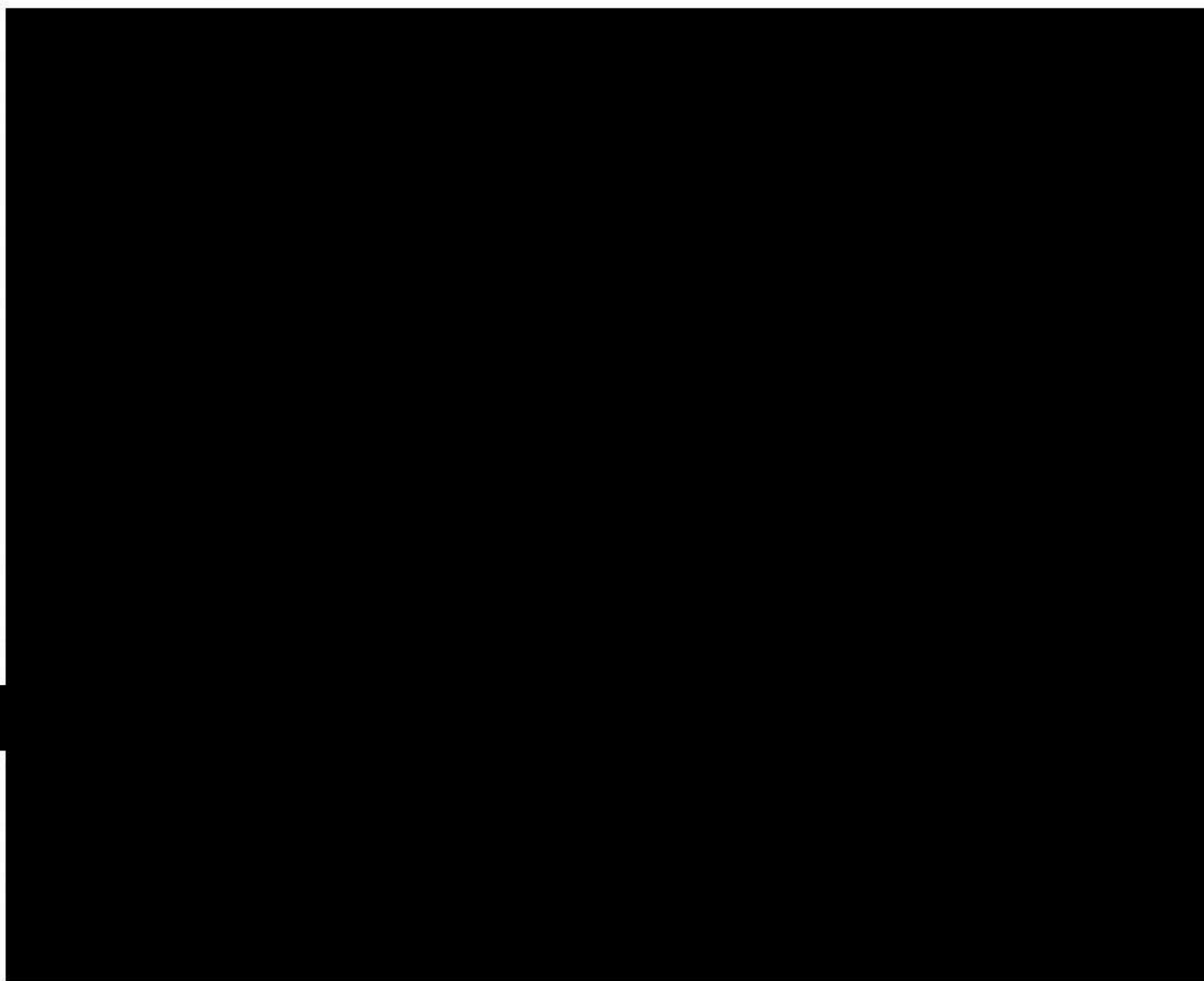
29 Jurisdiction

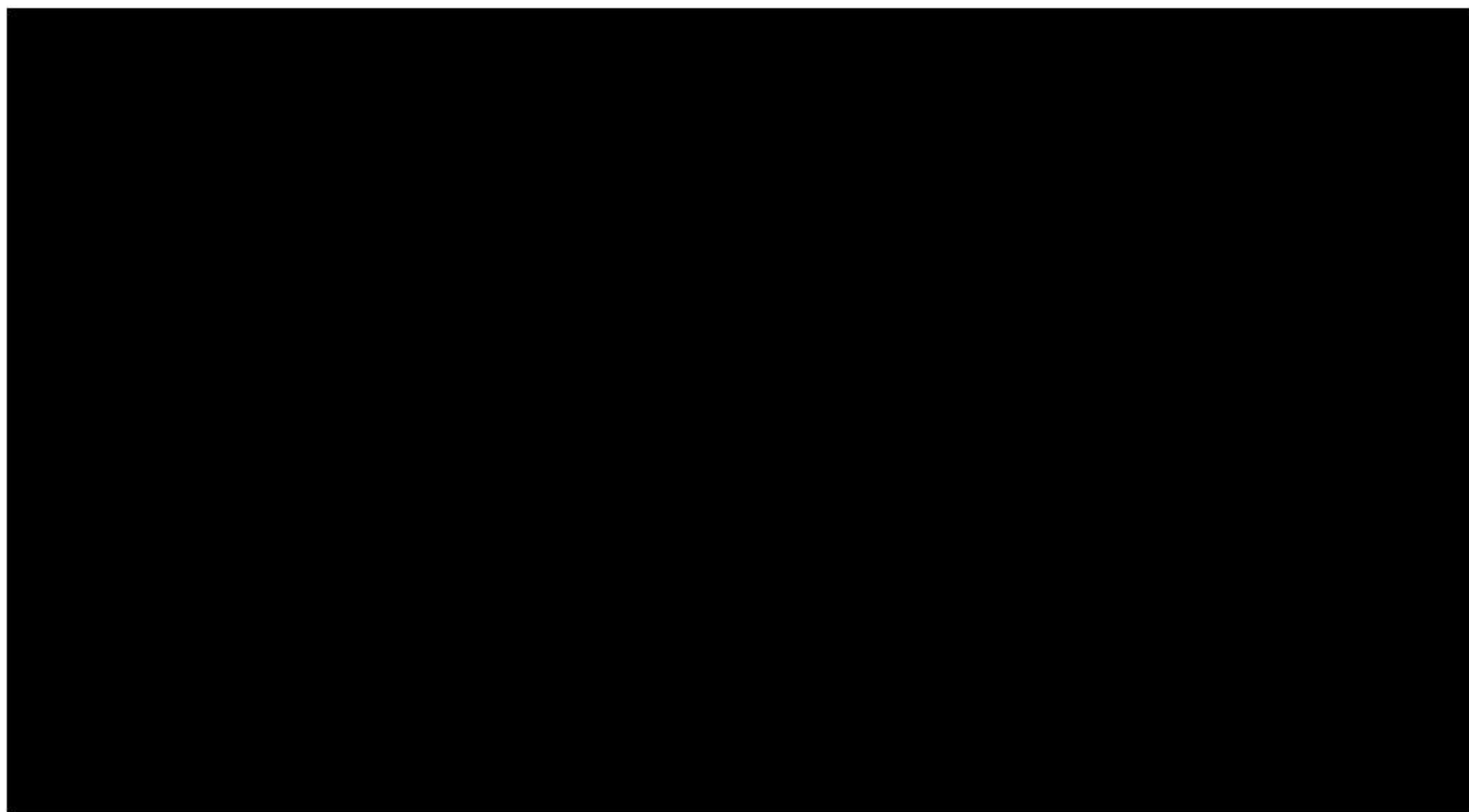
This Agreement is governed by and interpreted in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the courts in England.

30 Counterparts

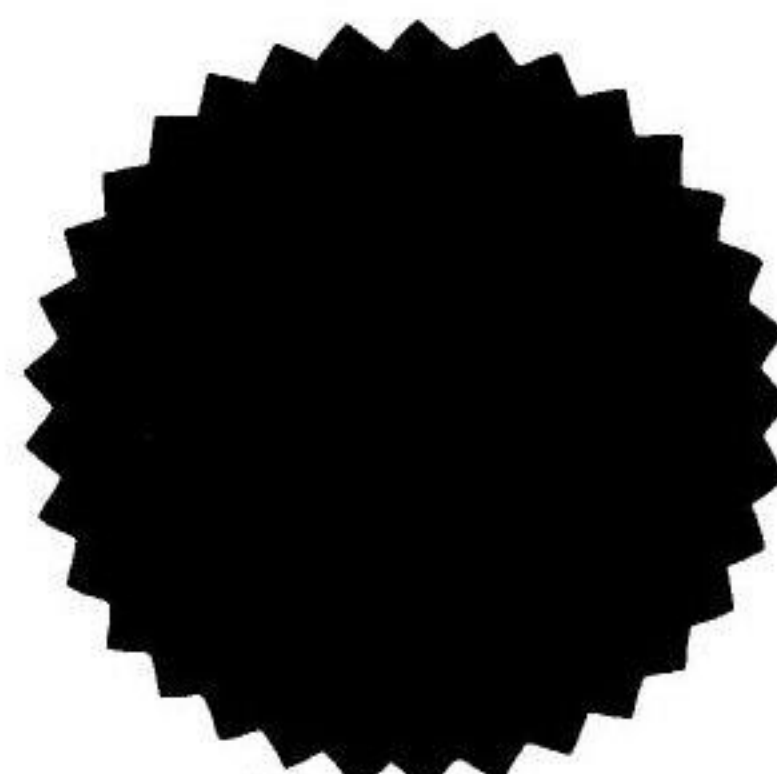
This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed the day and year first before written



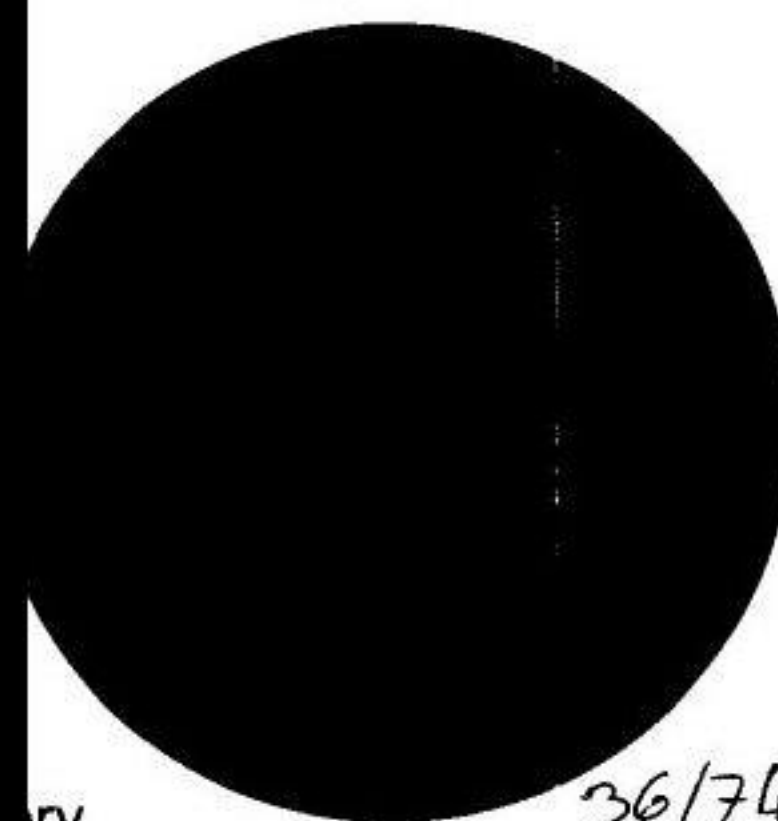


EXECUTED as a DEED by affixing THE)
COMMON SEAL of THE COUNCIL OF)
THE BOROUGH OF HAVANT in the)
presence of:)



13286

EXECUTED as a DEED by affixing THE)
COMMON SEAL of)
HAMPSHIRE COUNTY COUNCIL in the)
presence of:)



ry

36/7431

Schedule One – Owners’ Covenants with the Council

Affordable Housing

- 1 The Owners covenant with the Council as follows:
 - 1.1 To provide not less than 30% of the Dwellings to be constructed as part of the Development as Affordable Housing
 - 1.2 To provide the Affordable Housing Units in locations shown on a plan to be agreed with the Council at Reserved Matters Stage
 - 1.3 To provide a mix of Affordable Housing Units to reflect the mix of the Open Market Housing Units forming part of the Development and of tenure types to be agreed with the Council at Reserved Matters Stage taking into account local housing market conditions and the availability of Affordable Housing Funding.
 - 1.4 All Affordable Housing Units on the Land will be integrated and compatible with the design of the Open Market Housing Units.
 - 1.5 Not to Occupy or cause or permit Occupation of more than 50% of the Open Market Housing Units until 50% of the Affordable Housing Units have been constructed and made available for Occupation.
 - 1.6 Not to Occupy or cause or permit Occupation of more than 150 of the Dwellings until all of the Affordable Housing Units have been constructed and made available for Occupation.
 - 1.7 The mortgage, rent and service charges to be charged on the Shared Ownership units shall meet the requirements of an affordability test as follows:
 - the total cost to include mortgage rent and service charges payable by the occupier of the Shared Ownership unit does not exceed more than thirty per cent (30%) of the gross median income plus five per cent (5%) of those persons on the Housing Registers held by the Help to Buy Agency in relation to Havant PROVIDED THAT confirmation of such gross median income shall be provided within 5 working days of a request to the Council to do so otherwise the test shall not apply; and
 - the provisions of the Affordability Test in this paragraph 1.7 may be varied by agreement in writing by the Owners and the Council.
 - 1.8 No Open Market Housing Units within the Development will be Occupied until the Owners have entered into a binding contract or an agreement for lease with an Approved Provider for the transfer of the freehold or a long lease of no less than 125 years of the Affordable Housing Land.

- 1.9 The transfer to the Approved Provider of the Affordable Housing Land shall contain the following covenants (subject to terms equivalent to paragraphs 1.11 and 1.12) by the Approved Provider:
- (a) not to use the Affordable Housing Units otherwise than for the provision of Affordable Housing; and
 - (b) (save for the disposal of the freehold or the long leasehold interest) not to dispose of any of the Affordable Housing Units other than as (i) Shared Ownership (or alternative approved tenure) or (ii) Affordable Rent to the intent that all Affordable Rented Units shall be used for the purpose of providing Affordable Housing to Eligible Persons; and
 - (c) requiring the Approved Provider to enter into an agreement with the Council granting the Council the right to nominate 100% of the Occupiers of the Affordable Rented Units when initially let and 100% of all subsequent true voids (or lesser percentages agreed between the Council and Approved Provider); and
 - (d) to use reasonable endeavours to manage all Staircasing Receipts of Affordable Housing Units which are grant funded by the Homes and Communities Agency in accordance with any relevant Homes and Communities Agency regulations; and
 - (e) to use reasonable endeavours to let the Low Cost Ownership Units (including Shared Ownership) to persons nominated by the Help to Buy Agency; and
 - (f) to require the Approved Provider on such dates to be agreed by the parties to make written returns to the Council detailing to the extent lawful:
 - the location and tenure of the dwelling;
 - the net internal floor area of the dwelling;
 - details of the occupiers; and
 - any grant funding provided for the dwelling
- 1.10 The Affordable Rented Units shall only be Occupied by Eligible Persons subject to the terms of paragraphs 1.11 and 1.12.
- 1.11 Any mortgagee, charge, receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 of the Affordable Housing Units (the "Mortgagee") shall be entitled to exercise its power of sale in respect of an

Affordable Housing Unit free from the obligations set out in paragraph 1 of this Schedule PROVIDED THAT

- (a) the Mortgagee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit to another Registered Provider or the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- (b) if such disposal has not completed within the three month period, the Mortgagee shall be entitled to dispose of the Affordable Housing Units unfettered by the restrictions in paragraph 1 of this schedule which shall not be binding upon the Mortgagee, any purchaser from the Mortgagee or any subsequent successor in title of the Affordable Housing Unit and at the written request of the Mortgagee the Council shall expeditiously issue written confirmation that the restrictions in this paragraph 1 of this Schedule have been discharged and rendered of no effect in respect of the Affordable Housing Unit and the Council shall take steps to cancel any entry in the Local Land Charges Register insofar as it may be recorded against the Affordable Housing Unit.

1.12 From the date of completion of the Affordable Housing Units they shall not be used other than for Affordable Housing PROVIDED THAT this shall not apply to:

1.12.1 any Protected Tenant or any mortgagee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or

1.12.2 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.

2 Employment and Skills Plan

2.1 Prior to Implementation the Owners covenant to submit to the Council for written approval an Employment and Skills Plan being a plan based on the template in Schedule 2 and the Owners shall not Implement the Development until an Employment and Skills Plan has been approved by the Council.

2.2 The Employment and Skills Plan shall include arrangements setting out how the Owners and to the extent they are not the same person any developer and their contractors will work directly with local employment/training agencies during the

construction period as part of an employment and training consortium including but not limited to:

- 2.2.1 Jobcentre Plus and the Skills Funding Agency; and
 - 2.2.2 voluntary and private sectors providers; and
 - 2.2.3 sixth form colleges; colleges of further education; and universities.
- 2.3 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, the developer and their contractors, for any new jobs and business opportunities created by the construction of the Development.
- 2.4 Following approval of the Employment and Skills Plan by the Council the Owners will on Implementation promote the objectives of the approved plan and ensure that so far as is reasonably practicable the objectives are met.

3 Sustainable Drainage Scheme

- 3.1 Prior to Implementation the Owners shall submit to and obtain the approval of the Council to a plan for the management and maintenance for the lifetime of the Development of the SuDS which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangement to secure the operation of the SuDS throughout its lifetime.
- 3.2 Prior to Implementation the Owners shall provide to the Council a bond ("Bond") in a form agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) for a total sum made up of 110% of the anticipated cost of construction of the SuDS scheme.
- 3.3 The Bond shall be issued by a clearing bank or other institution approved by the Council (such approval not to be unreasonably withheld or delayed) (hereinafter called "the Surety").
- 3.4 The Bond shall be to the effect that:
- if the Owners shall fail to provide the SuDS scheme in accordance with the Planning Permission or fail to perform its obligations under paragraph 3.1 hereof or fail to implement the approved arrangements for management and maintenance of the SuDS scheme or shall be adjudicated bankrupt or shall go into liquidation voluntarily or otherwise or shall execute a deed of assignment for the benefit of or otherwise compound with its creditors (except for the purpose of reconstruction or amalgamation) the Council may without prejudice to its other rights remedies and powers against the Owners for such non-performance or non-observance (as the case may be) carry out complete and/or implement the SuDS scheme and the said arrangements and the Surety will pay the Council a sum equivalent to any reasonable expenditure which the Council may properly incur in carrying out completing and/or implementing the SuDS scheme and the said arrangements and the Council's reasonable legal costs incurred for which sum (being the sum agreed for the cost of

construction of the SuDS scheme plus 10% thereof) the Surety binds itself and its successors and assigns to the Council.

3.5 Such Bond shall endure until the SuDS is completed unless the Council agrees in writing to a request by the Owners for the bond term being a fixed period and renewed at the end of the agreed fixed period until such time as the SuDS is completed, such completion being defined as the point in time at which the scheme is passed into the enduring care of its future owners under the terms of the approved arrangements.

3.6 On completion of the SuDS and the implementation of the arrangements for the management and maintenance thereof the Bond shall be released.

4 Management Arrangements

4.1 The Owners covenant not to undertake any work amounting to Implementation unless and until the Council has approved in writing (such approval not to be unreasonably withheld or delayed) the Owners' proposal for one or more entities to be responsible for the maintenance and management of Common Parts which shall not include any Dwelling or building or other structure or area to be transferred with such a Dwelling or other building or structure but shall include:

- (i) Any open space on the Land intended for use by Occupiers;
- (ii) any Landscaping and play area on the Land;
- (iii) any Boundary Hedges and acoustic fence on the Land;
- (iv) any SuDS Scheme (if unadopted) on the Land; and
- (v) any unadopted roads footpaths footways cycle ways parking courts and drives on the Land (to the extent that such parking courts and drives shall not be private)

such proposals to include where applicable full details of the proposed structure and voting rights of the entity (the "Management Company").

4.2 The Owners shall not Occupy or cause or permit Occupation of any Residential Unit on the Land until the Management Company has been formed in accordance with the approved proposal.

5 Management Plan

5.1 Prior to Implementation the Owners shall prepare and submit to the Council for written approval (such approval not to be unreasonably withheld or delayed) a plan ("the Management Plan") containing proposals for arrangements to secure the future maintenance of the Common Parts referred to in paragraph 4.1 above 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 or rights over 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 (if relevant) and costs of cleaning and maintaining the Common Parts shall be met (by residents of the Development or otherwise) and proposals for arrangements to secure appropriate future access for the public to any open space and to any play area provided within the Land unless otherwise agreed subject to appropriate rules and regulations.

5.2 Following completion of the Development the Owners shall maintain the Common Parts to the reasonable satisfaction of the Council until such time as the Management Company is formed and the transfer or grant of a lease or other arrangements set out in the approved Management Plan has been implemented.

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

6 Contributions

Solent Recreation Mitigation Project Contribution

6.1 Prior to Occupation of any Dwelling the Owners shall pay to the Council the Solent Recreation Mitigation Contribution.

Monitoring Fee

6.2 The Owners shall pay the Monitoring Fee of £5,000 to the Council prior to Implementation

7 Access to Adjoining Land

7.1 The Owners covenant with the Council not to permanently obstruct nor prevent vehicular access to the land to the immediate west of the proposed vehicular access serving the Development being land at Helmsley House.

7.2 The Owners covenant with the Council not to Implement the Development unless and until the Council has agreed the Owners' proposal for the boundary treatment of the boundary of the Land with the land at Helmsley House.

Schedule Two - Employment and Skills Plan

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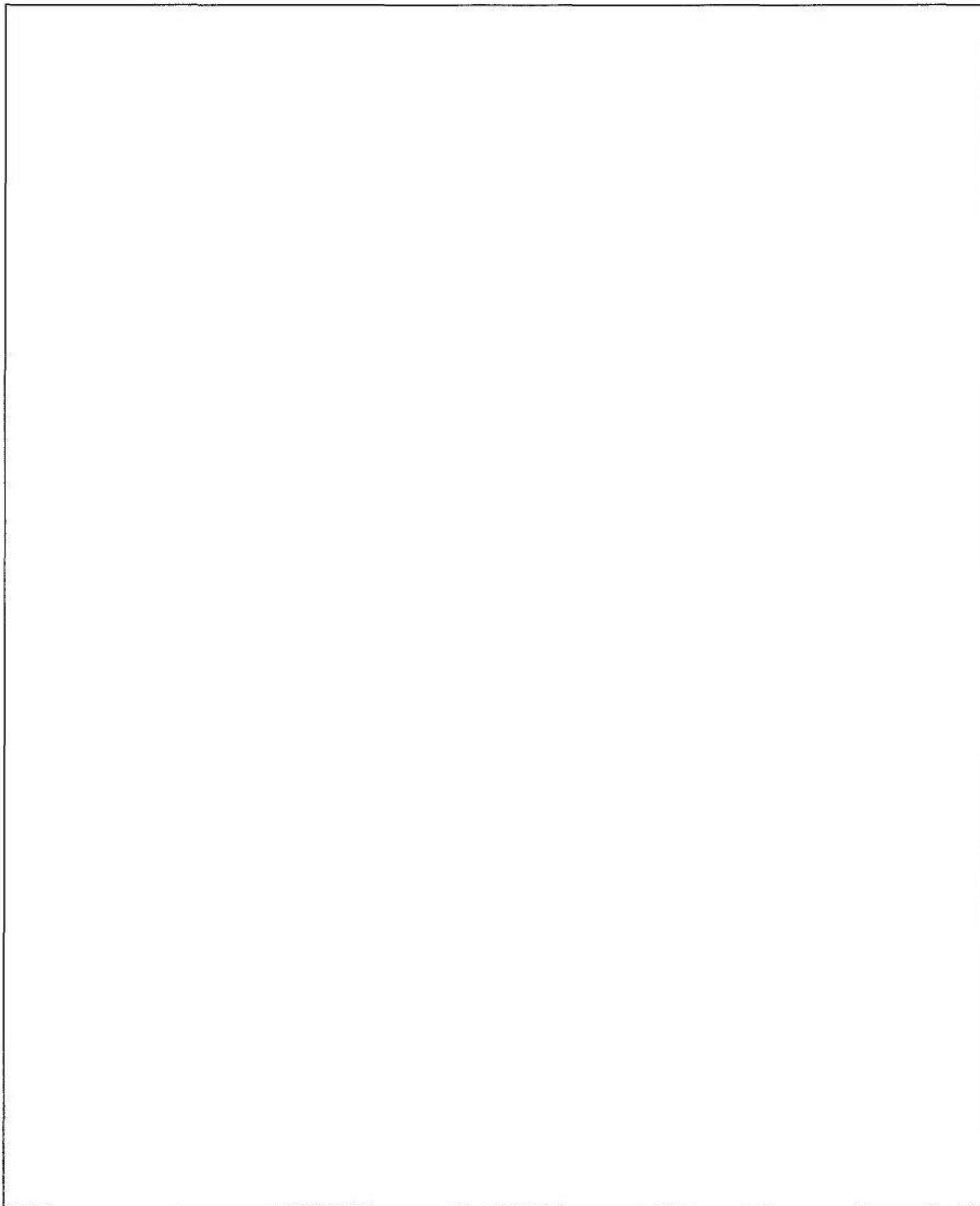
Employment and Skills Plan

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

Contents

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

1. Introduction and development details



Delivery – Construction Phase Method Statement

KPI 1: Work placements (In Education)

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

KPI Measure: 1 completed student work placement represents 1 outcome

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

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

KPI 2: Work placements (not in education)

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

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

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

--	--

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

This target describes the creation of new and sustainable job opportunities for new entrants into the sector. And as a result of the project are required on the project site by the main contractor or subcontractor.

<i>Supervision: Community Manager and Site Team</i>	<i>NSAfC Benchmark:</i>	<i>Agreed Target:</i>
Apprentices:	<i>How many:</i>	
	<i>When:</i>	
Activity:	<i>When:</i>	
Unemployed Persons:	<i>How many:</i>	
	<i>When:</i>	
	<i>March</i>	
Graduate:	<i>How many: 0</i>	
	<i>When:</i>	
Graduate:	<i>How Many: 0</i>	
	<i>When:</i>	

2.4 Construction Careers IAG Events

Section 1.01 This includes carrying out workshops within educational establishments or on site with students from schools or colleges enabling the student to understand the practical applications of their studies.

Key issues: preparation of engaging material and delivery of workshops

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

2.5 Training Weeks on Site – project workforce

Key issues: progression

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

	<i>When:</i>
--	--------------

4.6 Qualifying the Workforce

<i>Supervision: Community Manager and Site Team</i>	<i>NSAFC Benchmark:</i>	<i>Agreed Target:</i>
Qualifications Gained:	<i>How many:</i>	
	<i>When:</i>	
Industry Certification gained:	<i>How Many:</i>	
	<i>When:</i>	

2.7 Training Plans – Project Workforce

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

<i>Supervision: Community Manager and Site Team</i>	<i>NSAFC Benchmark:</i>	<i>Agreed Target:</i>
Activity:	<i>How many:</i>	
	<i>When:</i>	

Activity: Activity:	When:
---------------------	-------

2.8 Case Study

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

3. Contact details

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

--

	1.0 Residential	band 1	band 2	band 3	band 4	band 5
		£1- 3.5m	£3.6 – 6m	£6.1 - 10m	£10.1 - £15m	£15.1 £20m
1	Work Placement (In Education)	0	1	1	2	3
2	Work Placement (Not in Education)	3	5	7	9	11
3	Jobs created by NSAfC projects (new entrants)	1	4	7	12	14
4	Construction Careers Information, Advice & Guidance (CCIAG) Events	1	2	4	5	6
5(a)	Waged Training Weeks on site (Apprenticeships)	104	312	416	520	624
5(b)	Waged Training Weeks on-site - (Existing Workforce)	94	198	334	522	731
6	Qualifying the Workforce – project workforce Total of 6(a) plus 6(b) plus 6(c) plus 6(d)	6	9	15	20	24
6(a) 6(b)	Qualifications gained (equiv. NVQ2 and above)	1	2	5	8	11
6(c)6(d)	Industry certification gained	5	7	10	12	13
7	Training Plans	4	4	5	5	5
8	Case Studies	1	1	1	1	1

Schedule Three – Owners Covenants with the County Council

The Owners covenant with the County Council as follows:-

1 The Travel Plan:

- 1.1 Not to Occupy nor permit Occupation of any part of the Development unless and until the Full Travel Plan Approval Fee has been paid to the County Council and further to notify the County Council that such payment has been made within 14 days of such payment
- 1.2 Not to Occupy nor permit Occupation of the Development (or any part thereof) unless and until they have paid to the County Council the Full Travel Plan Monitoring Fee
- 1.3 Not to Occupy nor permit Occupation of the Development or any part thereof unless and until they have implemented the measures expressly to be complied with prior to Occupation set out within the Framework Travel Plan.
- 1.4 Not to Occupy nor permit Occupation of the Development or any part thereof for a period in excess of three months unless and until they have undertaken residential surveys as required by paragraph 9 of the Framework Travel Plan.
- 1.5 Not to Occupy nor permit Occupation of the Development or any part thereof for a period in excess of six months unless and until they have prepared the Full Travel Plan based on the residential surveys referred to above and submitted it to the County Council.
- 1.6 Thereafter to secure the County Council's (acting reasonably) written approval of the Full Travel Plan (such approval not to be unreasonably withheld or delayed) and to implement and comply with the Full Travel Plan in accordance with the requirements and timetable of the approved Full Travel Plan.
- 1.7 Not to Occupy or permit Occupation of any part of the Development until a suitably qualified Full Travel Plan co-ordinator(s) has been appointed with the responsibilities and duties set out in the Framework Travel Plan and to ensure that the County Council is notified of the identity of the Full Travel Plan co-ordinator(s) immediately following their nomination and that any changes in their nomination or responsibilities are notified to the County Council immediately
- 1.8 To retain the Travel Plan Coordinator for a continuous period of whichever is the later in time of:
 - 1.8.1 The completion of the Development; or
 - 1.8.2 Five (5) years from the first Occupation of a Dwelling upon the Development.
- 1.9 Not to Occupy nor permit Occupation of the Development (or any part thereof) unless and until they have provided to the County Council the Full Travel Plan Bond to the effect that if in the opinion of the County Council acting reasonably the Owners

unreasonably fail at any time within five years of first Occupation of the Development to deliver the agreed measures and/or comply with any/all of the measures contained within the Full Travel Plan the Surety shall pay to the County Council on demand such sum as may be certified by the Director to be required up to the maximum amount of the Full Travel Plan Bond in order to remedy the failure to achieve and implement the agreed measures contained within the Travel Plan or such alternative measures as the Director in his absolute discretion determines will achieve the overall aims of the Full Travel Plan or such alternatives measures as the Director in his absolute discretion determines will at no greater cost to the Owners achieve the overall aims of the Full Travel Plan

2 Site Access Works, Highway Works and Off-Site Pedestrian/Cycle Improvements

- 2.1 Not to Implement nor permit Implementation of the Development unless and until the Owners have entered into Highway Works Agreements with the County Council for the Highway Works, the Site Access Works and the Off-Site Pedestrian/Cycle Improvements
- 2.2 The Owners shall at their own expense carry out and complete the Highway Works the Off-Site Pedestrian/Cycle Improvements and the Site Access Works in a good and workmanlike manner in accordance with the Highway Works Agreements
- 2.3 Not to Implement nor permit Implementation of the Development unless and until the Site Access Works have been carried out and completed to Completion Certificate Standard
- 2.4 Not to Occupy nor permit Occupation of the Development unless and until the Highway Works and the Off-Site Pedestrian/Cycle Improvements have been carried out and completed to Completion Certificate Standard.

3 On Site Footpath / Cycle Route Works

- 3.1 Not to Occupy nor permit Occupation of more than 150 Residential Units unless and until:
 - 3.1.1 the Owners have completed construction of and afforded public access over all roads footpaths and cycleways within the Development which shall include the Footpath/Cycle Route Works; and
 - 3.1.2 the Footpath / Cycle Route Works have been dedicated for public use as a footpath and cycle route.

4 Sustainable Integrated Transport Contribution

Not to Implement the Development unless and until the Owners have paid the Sustainable Integrated Transport Contribution to the County Council

5 Education Contribution

- 5.1 Not to Occupy nor permit Occupation of the first Dwelling comprised within the Development unless and until they have paid £150,000 (one hundred and fifty thousand pounds) (Index Linked) towards the Education Contribution to the County Council;
- 5.2 Not to Occupy nor permit Occupation of more than fifty Dwellings comprised within the Development unless and until they have paid a further £250,000 (two hundred and fifty thousand pounds) (Index Linked) towards the Education Contribution to the County Council;
- 5.3 Not to Occupy nor permit Occupation of more than one hundred Dwellings comprised within the Development unless and until they have paid a further £250,000 (two hundred and fifty thousand pounds) (Index Linked) towards the Education Contribution to the County Council;
- 5.4 Subject to paragraph 5.5, not to Occupy nor permit Occupation of more than one hundred and fifty Dwellings comprised within the Development unless and until they have paid £347,089 (three hundred and forty seven thousand and eighty nine pounds) (Index Linked) being the remainder of the Education Contribution to the County Council.
- 5.5 The payment referred to in paragraph 5.4 shall be reduced by the sum of £5,834 Index Linked in respect of each Dwelling comprised in the Development which only contains one bedroom.

Schedule Four – County Council's covenants

The County Council covenants with the Owners as follows:-

1. To use the Education Contribution and the Sustainable Integrated Transport Contribution for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owners and the County Council shall agree in writing
2. Following receipt of written request to do so from the Payee to repay to the Payee such amount of the Education Contribution or the Sustainable Integrated Transport Contribution which remains unspent or is not committed by the letting of a contract on the tenth anniversary of the date of receipt by the County Council of the last instalment of such contribution, together with interest accrued thereon (if any) at the rate from time to time prescribed under section 32 Land Compensation Act 1961 from the date of payment until the date of written request for refund.
3. To enter into Highway Works Agreements in respect of the Highway Works, the Site Access Works and the Off-Site Pedestrian/Cycle Improvements.



Consulting Engineers Ltd

'optimising development potential'

LAND SOUTH OF BARTONS ROAD, HAVANT

Residential Travel Plan

Rev C

Project No. 14-018

June 2016

LAND SOUTH OF BARTONS ROAD

Residential Travel Plan

**C&A Consulting Engineers
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**Project No. 14-018
June 2016**

DOCUMENT CONTROL SHEET

REV	ISSUE PURPOSE	AUTHOR	CHECKED	REVIEWED	APPROVED	DATE
	Draft	SGA	GAC	JW	GAC	10/03/16
A	Final	GAC	JW	GAC	GAC	08/05/16
B	Final	GAC	JW	TMS	GAC	03/06/16
C	Final	GAC	JW	TMS	GAC	08/06/16

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7.0 TPC Role	20
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FIGURES**Figure 1 – Site Location****Figure 2 – Site Accessibility****Figure 3 – Local Highway Network****DRAWINGS****Drawing 14-018-010 – Possible PROW improvements.****Drawing 14-018-015 Rev B– Possible Footway widening on Bartons Road**

APPENDICES

Appendix A Masterplan

Appendix B Example of Travel Survey

1.0 INTRODUCTION

1.1 This Residential Travel Plan (TP) has been prepared by C & A Consulting Engineers, as instructed by Chidden Farms, to support the proposed outline planning application for a residential development on Land south of Bartons Road. The location of the site is presented on **Figure 1**.

1.2 The site benefits from being an allocated site for housing within the Havant Adopted Allocations Plan (July 2014). The site specific development requirements are set out in *Allocation Policy UE3b – Land south of Bartons Road*. This allocation allows for up to 203 dwellings to be promoted on this site.

1.3 Through the pre application process, review of the site constraints and consultation with key stakeholders it is proposed to submit an outline planning application for 175 dwellings on the site.

1.4 This TP has been produced in accordance with Hampshire County Council's Travel Plan Guidance 'Detailed Measures to be included in a Residential Travel Plan'.

1.5 The TP sets out site specific initiatives aimed at improving the availability and choice of travel modes to and from the development. Together with the TA, the TP will aim to be the mechanism by which overall travel demand will be managed and monitored.

Aims and Objectives

1.6 The overall aims to be achieved through the implementation of a TP have been considered. Travel management objectives will focus on reducing visitor trips made by car as well as considering resident travel patterns. The overall travel management objectives will be:

- To minimise the number and length of single occupancy car trips to the site; and

- To facilitate and promote walking, cycling and public transport trips to the site.

Report Structure

1.7 **Section 2.0** of this report sets out the policy and guidance context against which the proposal will be judged. **Section 3.0** provides a site audit which sets out the local context in terms of the highway network, along with a detailed review of the local accessibility and access to non-car modes of travel.

1.8 **Section 4.0** details the proposed development and the site access strategy. Following on from this, **Section 5.0** sets out the likely targets which will be confirmed once initial site surveys have been completed.

1.9 **Section 6.0** considers the measures that may be implemented, alongside the consultation and partnerships likely as part of the TP and **Section 7.0** sets out the role and responsibility of the Travel Plan Co-ordinator (TPC).

1.10 **Section 8.0** sets out how the Travel Plan will be implemented along with an Action Plan.

1.11 **Section 9.0** provides information on monitoring of the TP and **Section 10.0** provides information on funding and budgets.

2.0 POLICY CONTEXT

National Policy

National Planning Policy Framework

2.1 Adopted on 27th March 2012, the Department for Communities and Local Government's (DCLG's) National Planning Policy Framework (NPPF) sets out the Government's planning policies for England and how these are expected to be applied.

2.2 The NPPF replaces previous Planning Policy Guidance Notes and Statements, becoming the definitive national planning guidance from which local planning authorities can, in collaboration with their communities, produce Local Plans appropriate to the character and needs of their area.

2.3 The NPPF suggests that the key to its success is the following statement from Paragraph 14: *"At the heart of the National Planning Policy Framework is a presumption in favour of sustainable development, which should be seen as a golden thread running through both plan-making and decision-taking."*

2.4 National Planning Policy Guidance (NPPG) was published in March 2014 and sets out national guidance on a range of issues including Travel Plans. This guidance sets out the information that should be included within a Travel Plan and how it will be monitored.

Regional Policy

2.5 Hampshire County Council (HCC) is the Highway Authority for the roads in Havant. Therefore the policies provided by HCC are applicable to the site.

2.6 HCC provide guidance for development related Travel Plans in their report 'A guide to development related Travel Plans' published in January 2009. This guide sets out the requirements for a Travel Plan and that a Framework

Travel Plan (FTP) is acceptable within outline applications. The Guidance states that:

“The framework travel plan will, as far as is possible, identify an action plan of measures. It will also, in the case of either speculative or multi occupant development, include provision for some form of covenant, to be contained within any lease agreement(s), to ‘tie-in’ subsequent tenants.”

2.7 HCC have also produced guidance specific to residential Travel Plans in the form of ‘Measures to be included in a Residential Travel Plan’. This includes a range of measures and considerations from the development of the site layout to the production of the Travel Plan.

2.8 The two guidance notes produced by HCC, alongside the National Policy Guidance, have been used to guide the production of this TP.

3.0 SITE AUDIT

3.1 The area for development is located on land south of Bartons Road, Havant. The site is bordered by residential property to the west and south and by agricultural land up to Eastleigh Road to the east, as shown in **Figure 1**.

Existing Mode Share

3.2 The existing mode share for the local area has been determined with reference to the 2001 Journey to Work Census data for the Havant district areas. The percentage mode share is set out in **Table 1**.

Table 1 Method of Travel to Work (2001 Census)

Mode	Havant	Hampshire*
Car / Van	70%	69%
Taxi	1%	0%
Walk	8%	9%
Cycle	4%	4%
Train	3%	3%
Bus	5%	3%
Motorcycle	1%	1%
Other / work from home	8%	11%

*excluding Portsmouth and Southampton

3.3 The Census data indicates that the mode share for Havant is consistent with that recorded for Hampshire as a whole, with a slightly higher percentage mode share for Bus.

Pedestrian Access

3.4 Planning guidance emphasises the integration of land use, transport and planning decisions. To ensure developments are sustainable, they should be

accessible to local facilities, employment opportunities and public transport services.

3.5 There is a public right of way (PROW) through the site. This PROW connects through the site from Barton Road to the north to Japonica Way to the west, connecting the site to the surrounding pedestrian network.

3.6 From Bartons Road there is a lit, 2m wide footway along the southern side of the carriageway that connects to the wider pedestrian network, so allowing safe, easy pedestrian access to nearby bus stops, as well as a range of local facilities and ultimately Havant town centre.

3.7 There is no footway on the northern side of Bartons Road until some 60m west of the junction with Wakefords Way. At this point there are drop kerbs and tactile paving on both sides of Bartons Road, providing a safe pedestrian crossing point.

3.8 To the west of the site, the PROW joins to Japonica Way via a short section of shared surface carriageway. Japonica Way has lit, 1.8-2m wide footways along both sides of the carriageway. This connects to the pedestrian network through the Denvilles estate and to the existing pedestrian bridge over the railway line to the west of the site.

Cycle Access

3.9 Cycling has the potential to substitute short car trips, particularly those less than 5 km and to form part of a longer journey on public transport. At an average cycle speed of 16kph, this distance equates to a journey time of circa 20 minutes.

3.10 Whilst there are no specific cycle routes set out along Bartons Road, the existing roads are wide and lit and provide safe routes for on road cycling. These roads provide connections to the national cycle network both from Petersfield Road and to the south on Southleigh Road, some 800m from the site.

3.11 The cycle route network, as set out in Havant Borough Council's Cycle Route Map, also includes New Lane which is marked as an on road cycle route. This route provides good quality cycling connections through to Havant town centre, Havant Station and a range of employments areas along its route.

Bus Services

3.12 The number 20 and 21 services run at a frequency of two services per hour during daytimes Monday to Saturday from bus stops located on Wakefords Way, 640m from the site. These services give access to Leigh Park, Portsea and Farlington.

3.13 Bus routes 27 and 28 serve bus stops on Southleigh Road to the south of the site, both less than 750m from the site. The number 27 runs every two hours, between Rowlands Castle, Havant and Emsworth Hospital, Monday to Saturday. Route 28 runs hourly, Monday to Saturday, to Southbourne, Emsworth and Havant.

Rail Services

3.14 Warblington railway station is located some 1400m from the centre of the site and Havant railway station is 2500m away. As shown on **Figure 2**, walking is a viable mode of travel to Warblington station and cycling is a viable mode of travel to access both stations.

3.15 Trains from Warblington run to Chichester and Littlehampton to the east and to Havant and onto Portsmouth & Southsea in the west. Services run in both directions at a frequency of two services per hour at peak times and at a frequency of one service per hour during off peak periods.

3.16 Services from Havant include those stopping at Warblington described above and the journey between the two stations takes approximately 2 to 3 minutes. In addition there are services to central London, Portsmouth and also direct trains to Brighton.

3.17 Services to central London run at a frequency of four per hour during peak periods and at two per hour during off peak periods.

Local and Wider Accessibility

3.18 There are a number of facilities and amenities within reasonable walking and cycling distance, or within reach by public transport. Local facilities are shown on **Figure 2**, along with walking and cycling isochrones.

3.19 The walk times provided above are based on an average walk speed of 4.8km/h or 80m per minute. This is an industry accepted walking speed and used within the London based Public Transport Accessibility Level (PTAL) analysis. This provides a typical average estimate of five minutes to walk 400m and 10 minutes to walk 800m.

Schools

3.20 The nearest schools are Sharps Copse Primary school which is some 14 minutes' walk from the centre of the site, along the lit, safe footway on Bartons Road and St Albans Primary School some 1.4km walk from the centre of the site. Warblington School is some 20 minutes' walk or 5 minute cycle ride along residential roads.

Retail

3.21 The site is well situated to take advantage of various local amenities, with walking as the primary mode of travel. To the southern end of the site a Co-operative convenience store is located on Snowberry Crescent 400m from the site using the existing PROW and footways. The Wyevale Garden Centre provides a range of retail facilities within a few minutes walk of the centre of the site, along Bartons Road. There is also a range of retail facilities within Havant town centre, which can be reached using the existing bus services.

Employment

3.22 There are a range of employment opportunities within walking distance of the site, including a range of industrial and office units around New Lane, accessible by existing footways. The Spire, Portsmouth hospital is located some 450m east of the centre of the site, accessible along the existing footway on Bartons Road.

3.23 There is also a range of employment opportunities further afield in Havant town centre, Portsmouth and London, all accessible by the existing bus or train services.

Local Highway Network

3.24 The local highway network is shown in **Figure 3**. Bartons Road is some 7.5-8m wide distributor road that runs west/east connecting to Petersfield Road to the west in the form of a signalised junction and Comely Hill / Emsworth Road to the east leading to the centre of Emsworth.

3.25 To the west Bartons Road forms a signalised junction with Petersfield Road, which is a link road running from the north into the centre of Havant and linking to the A27 further south. The A27 runs parallel, south of Bartons Road and is a major strategic route along the south coast linking the site to Portsmouth and the M27 leading to Southampton to the west and Chichester and Brighton to the south.

3.26 From Petersfield Road, drivers can access A3 to head north towards Petersfield, Guildford and London via Stockheath Road and Purbrook Way.

3.27 To the east Bartons Road forms a ghost island priority junction with Eastleigh Road, which runs south connecting to Southleigh Road providing access to Warblington Railway station south of the site.

3.28 Further east of the junction with Eastleigh Road, Bartons Road forms a staggered priority crossroads with Comely Hill running north, Emsworth Common Road to the east and Horndean Road heading south.

3.29 Comely Hill to the north is a B classified Road that runs through the west of the settlement of Rowlands Castle and leads up towards Horndean and connects to the A3. Similarly Emsworth Common Road is B classified road which leads into the South Downs national park, a sparsely populated area with few facilities, but does provide a route to the east to Chichester.

4.0 PROPOSED DEVELOPMENT

4.1 It is intended that the planning application for the proposed development be in outline with all matters, except access, to be reserved. The development scheme comprises up to 175 dwellings as shown on the Masterplan attached in **Appendix A**. The Masterplan sets out the site layout and internal road network, as well as the access points.

Pedestrian / Cycle Access

4.2 A network of footways and shared surfaces will be provided throughout the development, providing safe routes for both pedestrian and cyclists. These are shown on the Masterplan contained in **Appendix A**.

4.3 As set out in the Local Plan Allocation Policy UE3b, there is a requirement to provide a pedestrian / cycle access into the existing Denvilles residential estate to the west of the site and to improve the existing pedestrian / cycle access in the north west corner of site leading onto Bartons Road. These links are provided by the existing PROW into the site, as described in **Section 3**.

4.4 As shown on the Masterplan, attached as **Appendix A**, the internal site layout will be designed to provide clear pedestrian / cycle networks connecting to the existing PROW access points to Bartons Road and Japonica Way.

4.5 **Photograph 1** shows the existing PROW from Bartons Road to the site. A possible design scheme for the route is shown in **Drawing 14-018-010**. It is recommended that the existing access in the north west corner of the site be improved to provide greater surveillance with the addition of lighting, along with improvements to usability through widening of the path and resurfacing as well as the clearing of vegetation along the route.

Photograph 1 – Existing PROW link from Bartons Road to the site



4.6 **Photograph 2** shows the existing PROW link from Japonica Way towards the site. The pedestrian / cycle access from Japonica Way is shorter in length than that of the Bartons Road link and as such has a more open feel. It may therefore not need additional lighting, but would benefit from widening of the path and resurfacing, as well as the clearing of vegetation.

4.7 As this is intended to be a pedestrian and cycle link, the existing barriers and posts would also need to be removed. A possible design scheme for the route is shown in **Drawing 14-018-010**.

Photograph 2 – Existing PROW link from Japonica Way



4.8 Following discussions with HCC, the developer has also agreed to provide an upgrade to the existing footway along the southern side of Bartons Road to provide a shared cycleway / footway where possible within the highway boundary available. The proposed route will begin on Bartons Road at the point the existing PROW exits the site onto Bartons Road (see para 4.5) and continue east to join the existing cycle route on New Lane. In addition it has been agreed to provide a short section of shared footway cycleway on the northern side of Bartons road between Wakefords way and the existing uncontrolled crossing on Bartons Road.

4.9 C&A and HCC have agreed that if the proposed improvements to the PROW were to take place the shared FW cycle way on Bartons road would commence from the existing PROW heading west this is referred to as Option A. In the event that the improvements to the PROW to Bartons road did not take place then the shared footway Cycleway would be extended to the main Site Access this is Referred to as Option B.

4.10 The proposed improvements are shown in **Drawing 14-018-015 Rev B**. This route will provide excellent links to the existing cycle route, connecting to

the Havant Town centre, Havant station as well as providing suitable routes to local schools as well as a range of employment sites along New Lane.

Car Parking

4.11 Car parking on the site will be provided to meet the standards set out in Havant Borough Councils 's recently updated parking standards. The detail of the parking will be agreed at the detailed design stage of the planning process, but will accord with the design principles set out the HCC's Companion Guide for Manual for Streets. Cycle parking standards set out in HCC's Parking Standards will also be met as part of the detailed scheme proposals.

5.0 TARGETS

5.1 The TP will aim to promote travel choice for future residents and hence to increase the use of sustainable transport modes. Overarching targets for the site should be set once baseline residential travel surveys have been carried out.

5.2 Travel Plan targets will be 'SMART' i.e. they must be:

- Site-specific;
- Measurable;
- Achievable;
- Realistic; and
- Time-related.

5.3 At this stage and without the baseline residential travel surveys to establish the exact mode share for the development, it is not possible to set definitive targets. The TP therefore sets out below possible mode share targets based on the existing mode data available for Havant as a whole.

5.4 **Table 2** sets out the existing mode share for Havant Borough based on the existing Census data. As set out in **Section 3**, there are good quality footways in the surrounding area that provide safe, lit connections to a range of facilities and services within reasonable walking distance, local roads provide safe routes for cyclists and good quality bus services are within walking distance of the site.

5.5 As set out on **Section 4**, as part of the development it is proposed to provide high quality pedestrian and cycle networks within the site as well as cycle / pedestrian links to Bartons Road to the north and Japonica Way to the west, via upgrading of the existing PROW links. A new shared cycle / footway will also be provided along the southern side of Bartons Road from the site to New Lane.

5.6 This will ensure that pedestrians and cyclists have safe, lit routes onto the wider network and help encourage these modes of travel.

5.7 The existing mode share obtained from Census data for the Havant area, provides a suitable estimate for the likely travel patterns from the site. This is shown in **Table 2**. Based on this data, a possible target mode shift of 5% away from the use of the car, in particular single occupancy car use would be appropriate over a 5 year period. The possible 5% target mode share is shown in **Table 2**.

Table 2 Existing Havant Mode share and Possible Development Target

Mode	Existing Havant Borough mode share	Possible 5% development target mode share
Car / Van	70%	65%
Taxi	1%	1%
Walk	8%	9%
Cycle	4%	5%
Train	3%	4%
Bus	5%	6%
Motorcycle	1%	1%
Other / work from home	8%	9%

5.8 This target will be confirmed and agreed with HCC after completion of the first site specific travel survey.

5.9 When considering the number of trips with equates to, a summary of expected trips generated by the development by mode is set out in **Table 3**. This is based on the modal split set out in **Table 2** and the daily two way vehicle trip generation based on TRICS.

Table 3 Expected Daily Two Way Development Trips based on existing Havant Mode share and Possible Development Target

Mode	Daily Two way Trips based on Existing Havant Borough mode share	Daily Two way trips based on 5% development target mode share
Car / Van	867	805
Taxi	12	12
Walk	99	111
Cycle	50	62
Train	37	50
Bus	62	75
Motorcycle	12	12
Other / work from home	99	111

Note: Two way trips are the arrival and departure trips combined. The above data therefore represents all trips to and from the site.

6.0 MEASURES

6.1 The primary objective of the transport strategy and development proposals is to influence travel behaviour such that:

- The number and length of single occupancy car trips are reduced as much as possible; and
- Access to the site by all other modes, particularly walking, cycling and public transport is promoted, encouraged and enhanced.

6.2 Alongside the physical measures being incorporated into the development layout, a range of measures to encourage the use of non-car modes of travel.

6.3 In order to encourage people to change their mode of travel, it may be necessary to introduce a varied mix of facilities and incentives, which could include:

- Provision of a Travel Pack to all new residents;
- Maps of local pedestrian / cycle routes to local schools, shops, bus stops etc;
- Provision of Bus timetables;
- Information on local groups, car sharing and local forums;
- Provision of PTP for new residents;
- Cycle vouchers; and
- A one month taster bus pass

Marketing and Promotion

6.4 When raising awareness of the TP, consideration will be given to different groups that should be targeted. Publicity material could include the following:

- Leaflets on aspects of the TP;
- Information and briefing notes for community groups;
- Cycle route and bus timetable information in residents welcome packs;

- Poster campaigns;
- Exhibition stands and notice boards in community venues including bus service, car sharing and cycle route information;
- A Travel Plan email / newsletter – for example, a mass email detailing the launch of a new measure, the advantages of this and who to contact to find out more;
- Stories / regular updates in existing community newsletters / bulletins; and
- Information for those with mobility impairments.

6.5 When developing the marketing strategy, it is often useful to identify which of the above media would be most effective at different stages of implementation and identify the timescale and who will be responsible for developing each. This will be done by the TPC.

6.6 The measures implemented and marketing of the TP will be reviewed annually (see monitoring) and should the targets not be met, further measures may be implemented alongside new marketing and promotion initiatives. This will be done by the TPC.

7.0 Travel Plan Co-ordinator

7.1 Prior to the occupation of the site, the developers will appoint a designated Travel Plan Co-ordinator (TPC) who will be responsible for the development and implementation of the TP. The co-ordinator will be provided with any appropriate training and time to fulfil their role. The TPC role will also be appointed to cover the full 5 year period of the TP. After this period, it is likely that any continuation of the TP will be completed by a residents group or management company.

7.2 A critical part of the information gathering for the TPC will be to carry out a questionnaire survey of all occupiers to provide details of individual circumstances, travel patterns and preferences etc. The surveys will be carried out either online or can be paper based. The survey will be carried out by the TPC and the results set out in a monitoring report.

7.3 Prior to first occupation, the TPC will update and/or acquire all the supporting information needed, such as public transport timetables and cycle maps and review the overall contents of the TP document to ensure its currency and relevance.

7.4 The TPC will also provide the Travel Plan Officer at the Council with their name and contact details. The duties of the TPC will include:

- Oversee the gathering of information, e.g. the travel questionnaire;
- Providing new residents with a Travel Information Pack to include details of sustainable travel options available to them including bus timetables any promotions such as introductory bus passes or other introductory incentives.
- Liaison with new residents to explain the objectives and benefits of the TP to ensure awareness of the plan and to encourage participation;
- Acting as a focal point for all transport, access and travel related issues in relation to the site;

- Actively encouraging and promoting walking, cycling or public transport use to travel to and from the development, where possible, during the life of the plan. Hence, residents will be encouraged to be fully aware of different travel options which are available from the site;
- Obtaining up to date details of the information required in the TP;
- Implementing, monitoring and reviewing the TP; and
- Liaison with the Council as needed with respect to initiatives, the development of the plan, evaluation of monitoring and the setting of targets for modal shift etc.

7.5 Measures and initiatives will be tailored on the basis of the results of the annual travel surveys. The baseline information for occupiers will be provided to the Travel Plan Officer at HCC within 3 months of occupation.

7.6 The TPC will also liaise with residents, HCC and local forums / groups on a regular basis. This will include consultation on the TP, what is working and what needs improvement. The TPC will also look to liaise with other TPC in the area and share knowledge and experience.

7.7 Where appropriate the TPC will look to develop partnerships with local shops / businesses to obtain discounts for residents, such as cycle repair shops.

8.0 Implementation

8.1 The TP will set out, as set out above and the role of the Travel Plan Co-ordinator will define their responsibilities in terms of ensuring that the TP is implemented and a series of measures and initiatives are delivered.

8.2 A series of 'hard' and 'soft' measures will be implemented. These will be ensure that there is opportunity and incentive to travel by sustainable methods of travel. An Action Plan will be developed to set out a clear plan of action for the implementation of the Travel Plan measures.

8.3 It is intended that the a full list of measures will be completed after the initial travel survey and submitted to HCC for approval.

Action Plan

8.4 A draft Action Plan has been provided below which sets out the intended measures, actions and responsibilities. Consultation on the contents of the Action Plan will be completed and agreed with HCC after the completion of the initial travel survey.

Table 4 Draft Action Plan

Action /Target	Measure	Task	Responsibility	Review
Implement Travel Plan		Appoint TPC	Developer	After 5 years
		Produce Welcome Pack	TPC	Update as needed
		Complete initial Travel Survey	TPC	-
		Agree final targets / measures with HCC	TPC	-
		Set up Website	Developer / TPC	Annually
		Monitor and Report on TP	TPC	Annually
		All of the measure below plus:		
To reduce the proportion of single occupancy car trips	Promotion of car sharing	Provide residents with information pack on purchase	TPC	Annually
To increase bus mode share	Provision of bus timetable/stop information	Provide residents with information pack on purchase	TPC	Annually
	Bus Pass taster	Offer a single month bus pass per household on occupation offer available	TPC	-

		during the first 3 months		
Increase Cycle mode share	Improve Cycle routes	Provide Cycle routes from site along existing PROW and along southern side of Bartons Road	Developer	-
	Cycle vouchers	Offer 1 cycle voucher per household on first occupation	TPC	-
Increase walk mode share	Improve PROW links	Provide surfacing / lighting works/ contributions	Developer	-
	Provision of local pedestrian network Plan	Provide residents with information pack	TPC	Annually
	Personalised Travel Planning	Offer PTP to each household on occupation	TPC	-
	Marketing / Events	Organise marketing of TP and events to promote non car travel	TPC	Quarterly or as needed if more frequent

9.0 Monitoring

9.1 A successful TP must have an appropriate monitoring programme that measures success (and failure) and reinvigorates the process where necessary. The development of an appropriate monitoring and review strategy will be the responsibility of the TPC.

9.2 Resident travel surveys will be carried out on an annual basis (year on year from the month of the baseline surveys being carried out) for a five year period. An annual monitoring / review report will be prepared and made publically available. Where this review reveals that targets are not being attained the TPC will consider additional measures which may be implemented to enhance the effectiveness of the Travel Plan.

9.3 The survey should include the following elements:

- How residents plan to or currently travel to work and other destinations.
- How residents prefer to travel for various journey purposes.
- Measures that would encourage residents to use sustainable modes.
- Work, school and main shopping destination(s) (typically by postcode area).
- Other travel needs.

9.4 The full monitoring programme will be agreed with HCC as part of the Full TP. However it is likely that monitoring surveys will be completed 3 months from first occupation and then annually for a 5 year period. An example of a Travel Survey is attached as **Appendix B**. This example Travel Survey should be revised by the TP Coordinator in accordance with HCC requirements

9.5 As set out in HCC guidance a 35% response rate will be aimed for from the monitoring surveys. If this response rate is not met, then the TPC will actively liaise with residents and promote the TP in order to achieved this level of response.

9.6 A monitoring report will be provided following the travel survey, summarising the results and the effectiveness of the measures implemented in meeting the aims and targets set out in the TP. This report will be provided to both residents and HCC. An annual review will also be completed to determine if the measures and promotion of the TP need to be updated in order to achieve the targets.

10.0 Budget

10.1 At this stage within the development proposals is difficult to set a final budget. This will be formally reviewed on completion of the initial travel surveys on the site and when measures and the marketing / promotion have been agreed with HCC.

10.2 However in order to meet HCC requirements an estimated budget has been produced based on experience at other sites. This is provided in **Table 5**. This is an estimated budget only and may be subject to change within the Full TP.

10.3 A commitment to provide HCC with its TP review costs is also provided. It is understood that HCC require £1500 for the initial evaluation fee and £3,000 per annum for monitoring, a total of £16,500 for a 5 year TP.

Table 5 Possible Budget for TP and Range of Measures for 5 year period

Measure / Item	Cost
Travel Plan Co-ordinator	£52,000
Travel Pack / leaflet	£2,000
Travel Plan Website	£5,000
Events	£2,000
PTP	£5,000
Walking Maps	£1,500
Cycle Discount Voucher*	£1,750

Bus stop specific Timetables	£2,000
Bus Taster Ticket**	£3,500
Total	£74,750

* assumes £50 voucher with 20% uptake from households

** assumes £80 voucher with 25% uptake from households

10.4 The budget will be reviewed prior to implementation of the TP and agreed with HCC as part of the discharge of the planning condition.

11.0 Summary

11.1 This Residential Travel Plan (TP) has been prepared by C & A Consulting Engineers, as instructed by Chidden Farms, to support the proposed outline planning application for residential development on Land south of Bartons Road.

11.2 This TP sets out site specific initiatives aimed at improving the availability and choice of travel modes to and from the development. Together with the TA, the TP will aim to be the mechanism by which overall travel demand will be managed and monitored.

11.3 The TP has been produced in accordance with Hampshire County Council's Travel Plan Guidance 'Detailed Measures to be included in a Residential Travel Plan'.

11.4 This TP sets out the aims and objectives, the policy and an audit of the existing travel conditions around the site. This Audit concludes that the site is well located in terms of good quality pedestrian networks, close to frequent bus services and within reasonable travel distance by foot and cycle to a range of facilities, services and public transport.

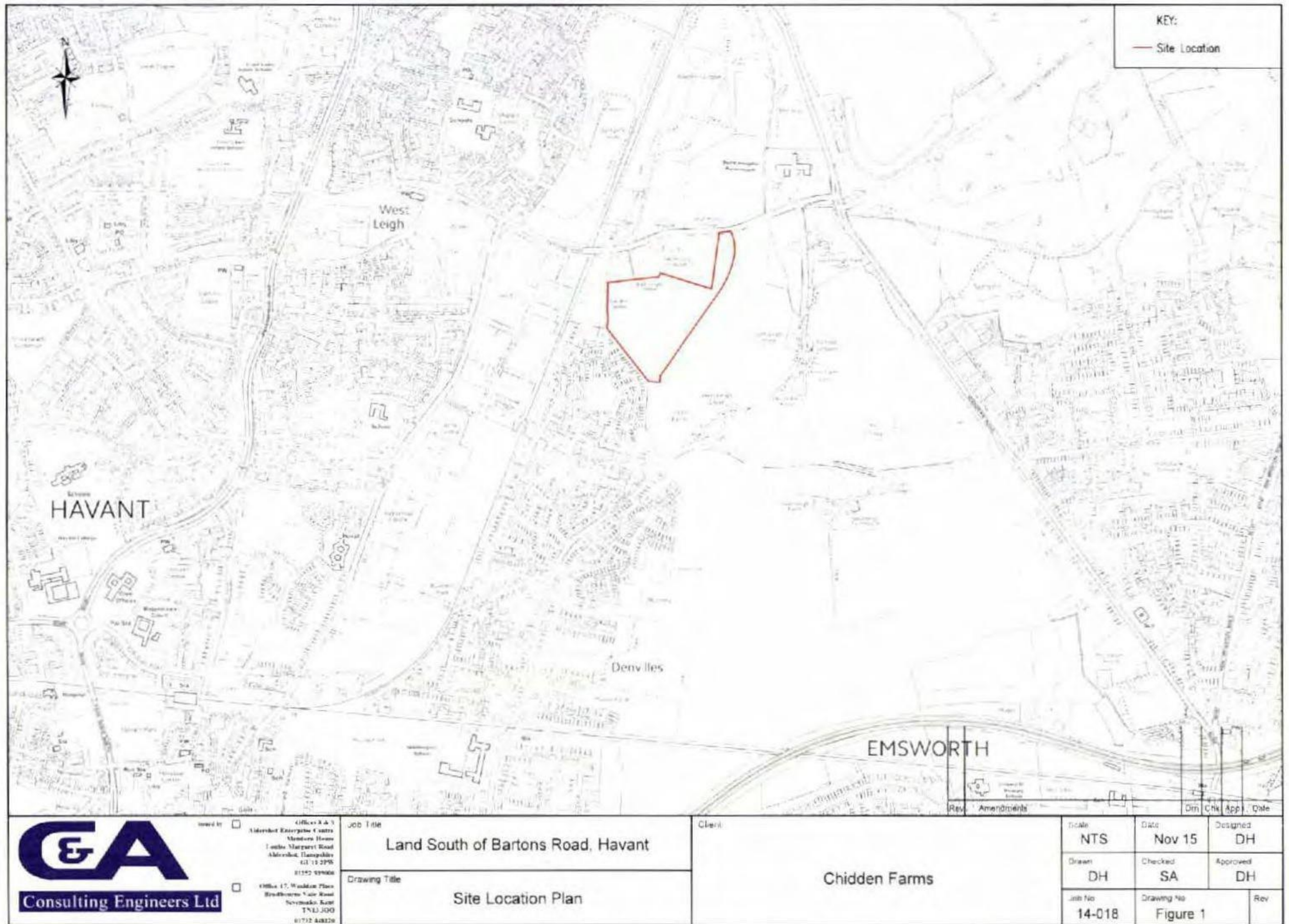
11.5 The TP also sets out that the site will provide a good quality network of footways / cycleways within the site, connecting to Bartons Road to the north and to Japonica Way to the west via improved links using the route of the existing PROW. A new shared cycle / footway will also be provided, where

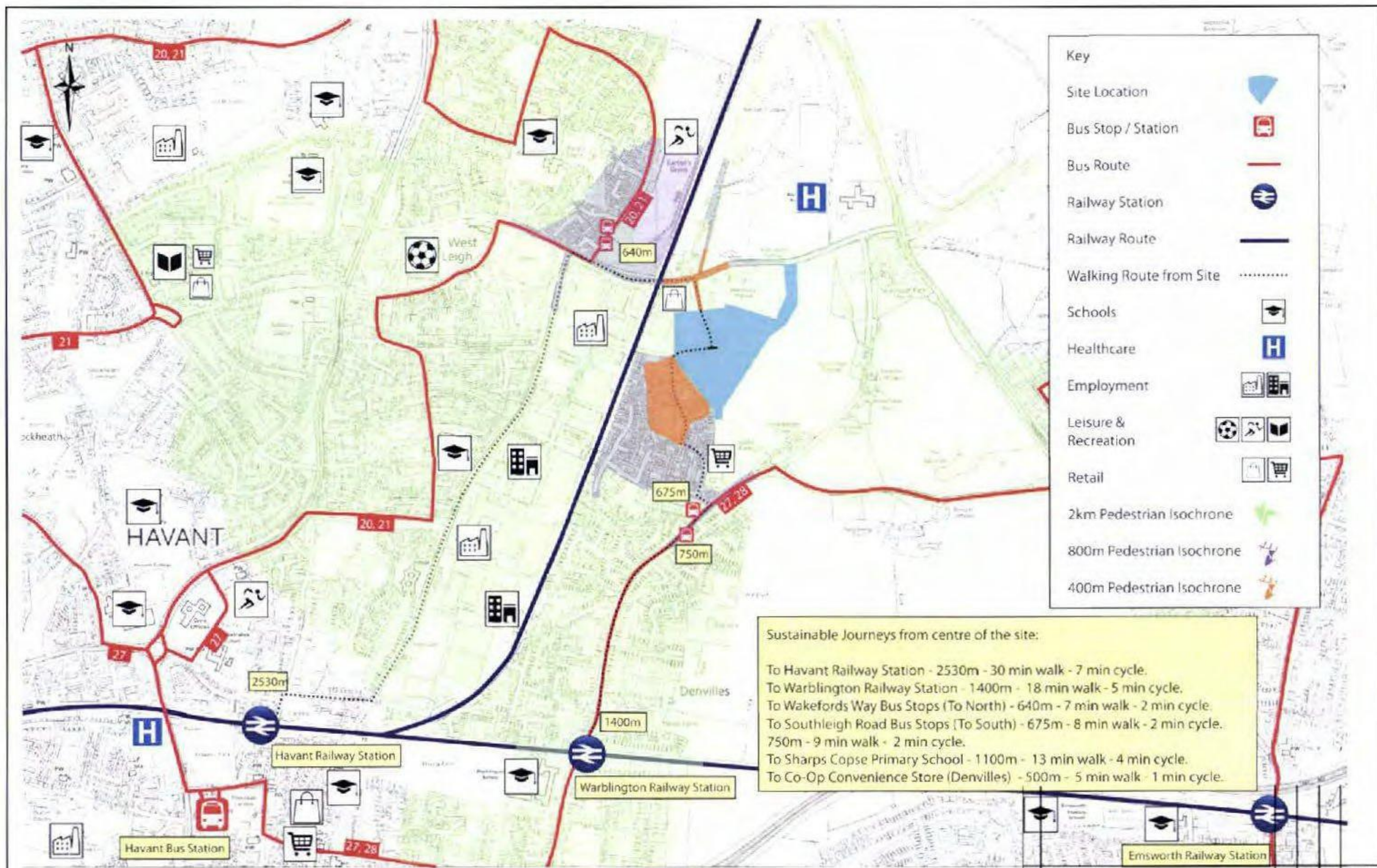
possible, along the southern side of Bartons Road. This will link the site to the existing cycle network on New Lane. These will improve the connection from the site for pedestrians / cyclists and help promote non car travel.

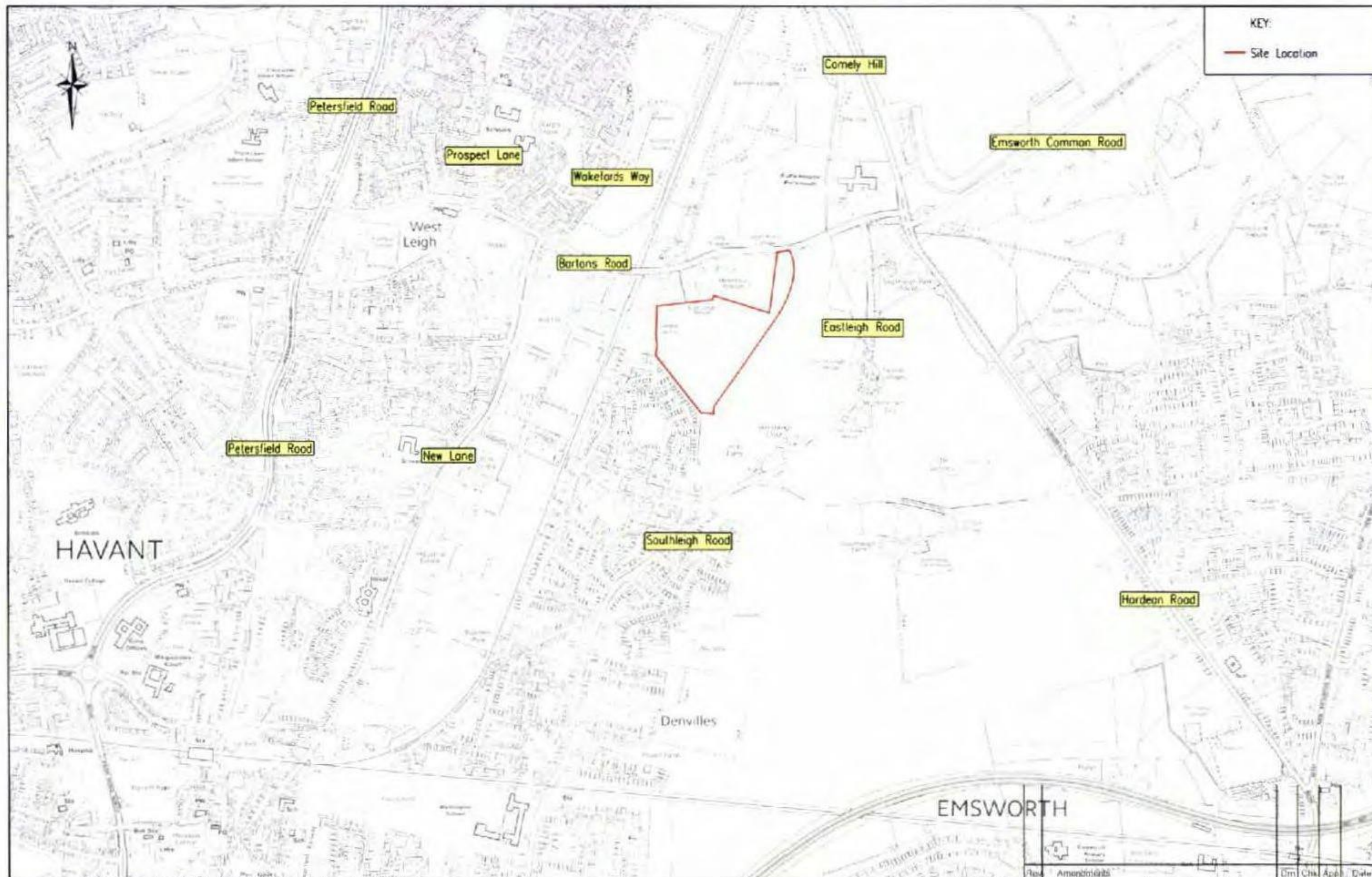
11.6 The TP also sets out the likely range of measures that can be implemented on the site, alongside details of the role of the TPC, targets, monitoring and estimated budget.

11.7 All of this information will be agreed with HCC, as Highway Authority, as part of the implementation of the TP and updated through the monitoring process.

FIGURES







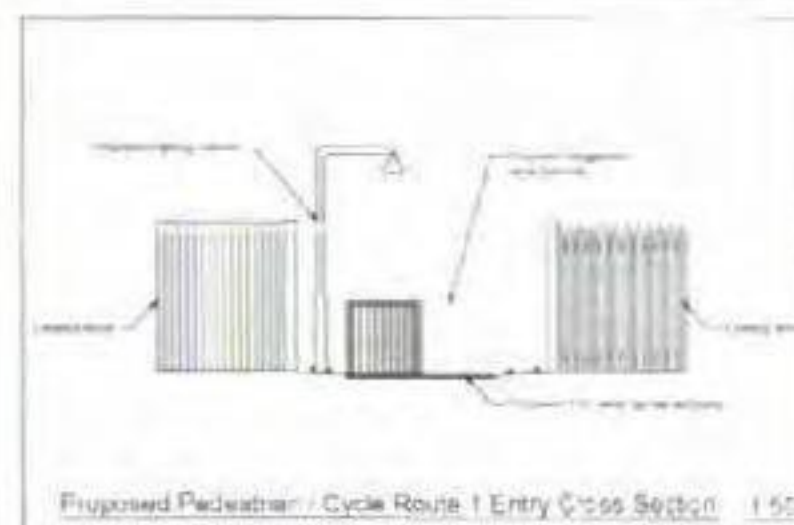
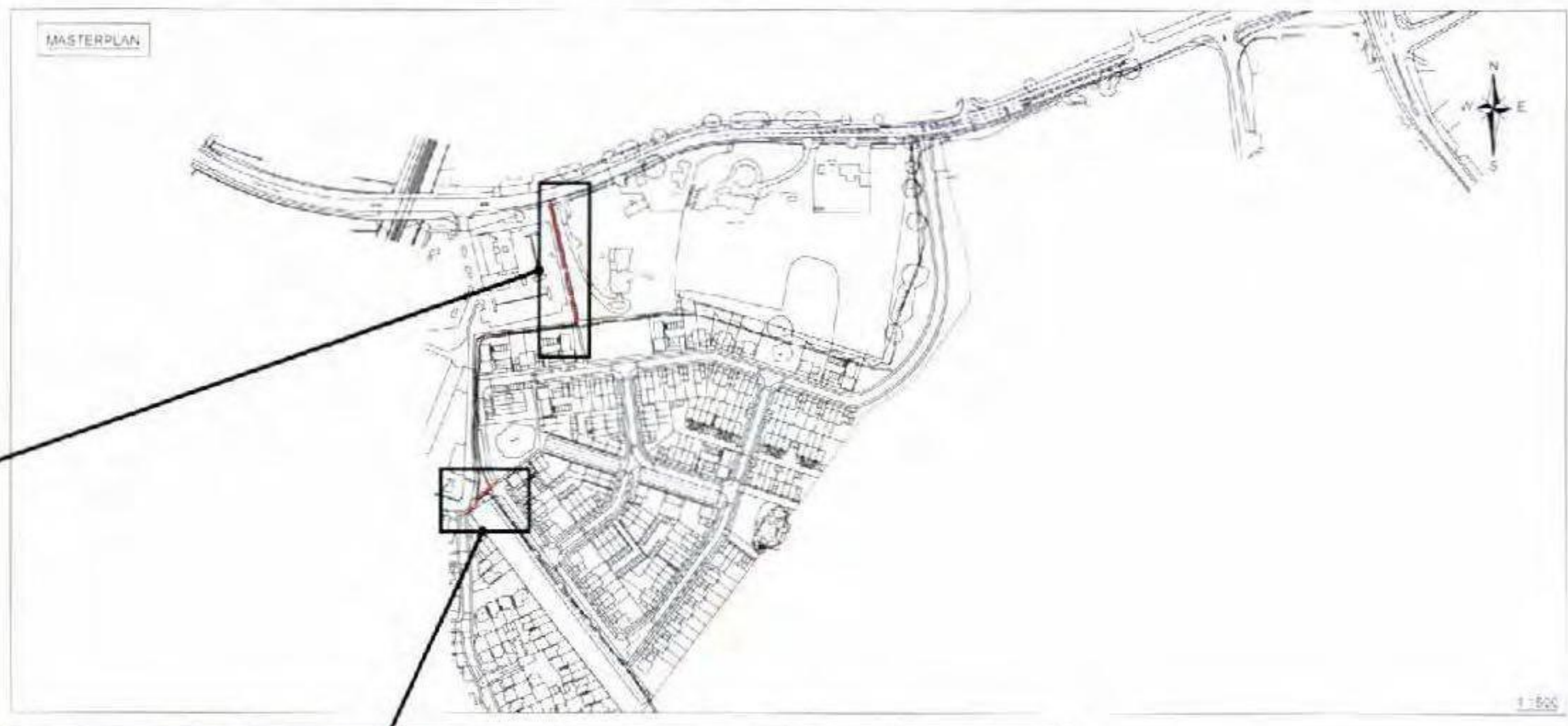
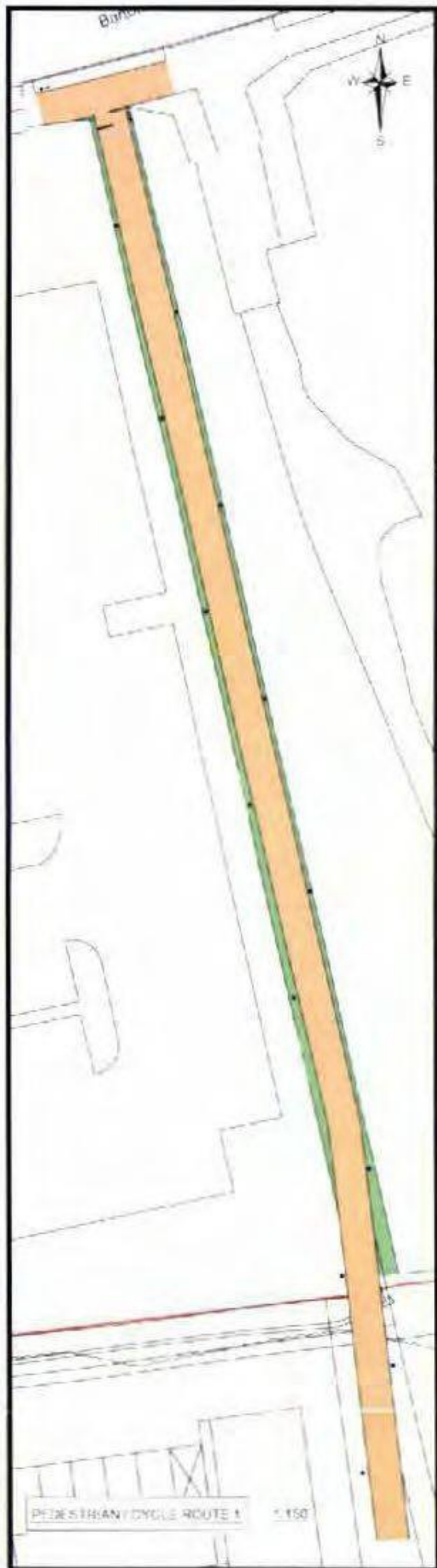
01252 920000
 Office 17, Waddon Place
 Broadhurst Vale Road
 Sevenoaks, Kent
 TN11 9JQ
 01732 448175

Job Title
Land South of Bartons Road, Havant
 Drawing Title
Highway Network

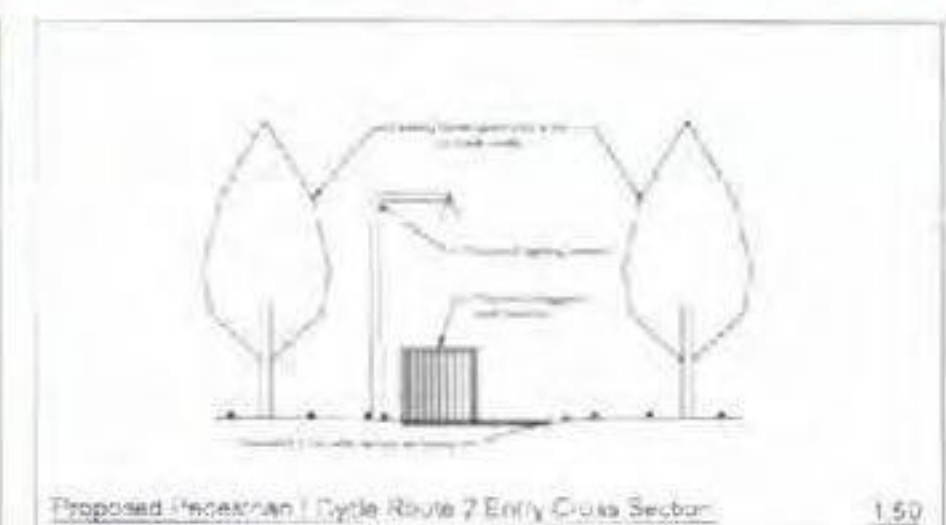
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Chidden Farms

Scale NTS	Date Nov 15	Design DH
Drawn DH	Checked SA	Approved SA
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DRAWINGS



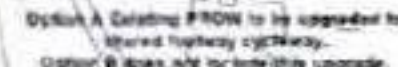
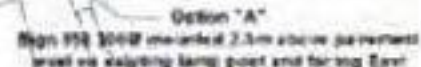
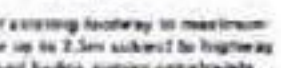
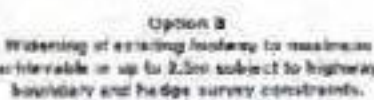
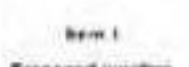
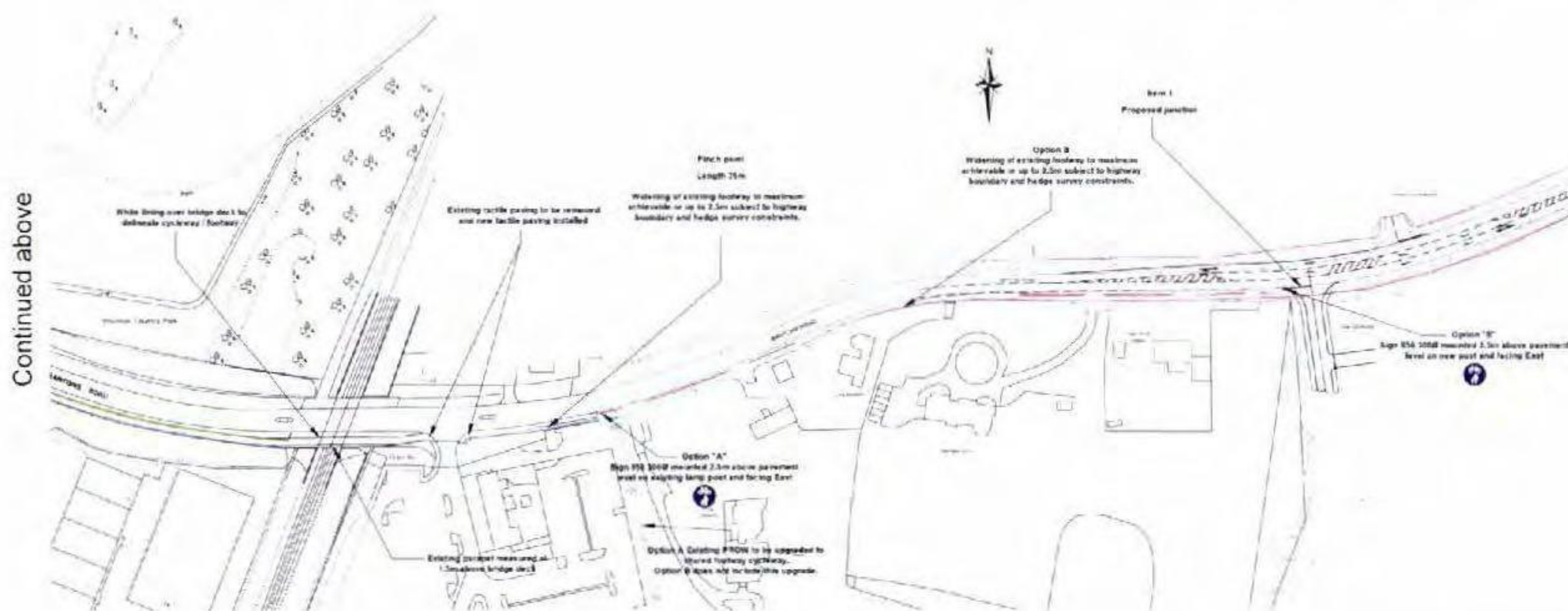
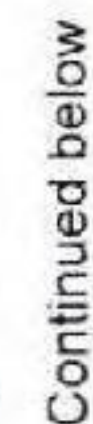
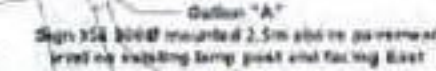
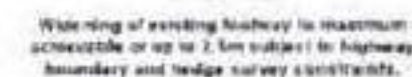
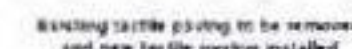
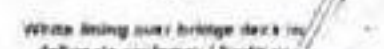
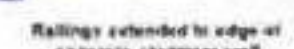
Photograph of Existing Footpath to from Barlons Road



G&A
Consulting Engineers Ltd

Local Roads of Barlons Road
Improvement Scheme
in TROW Conurbation
Crossed Form

Drawn by	Rev 1	Rev 2
Checked by	Rev 3	Rev 4
Approved by	Rev 5	Rev 6



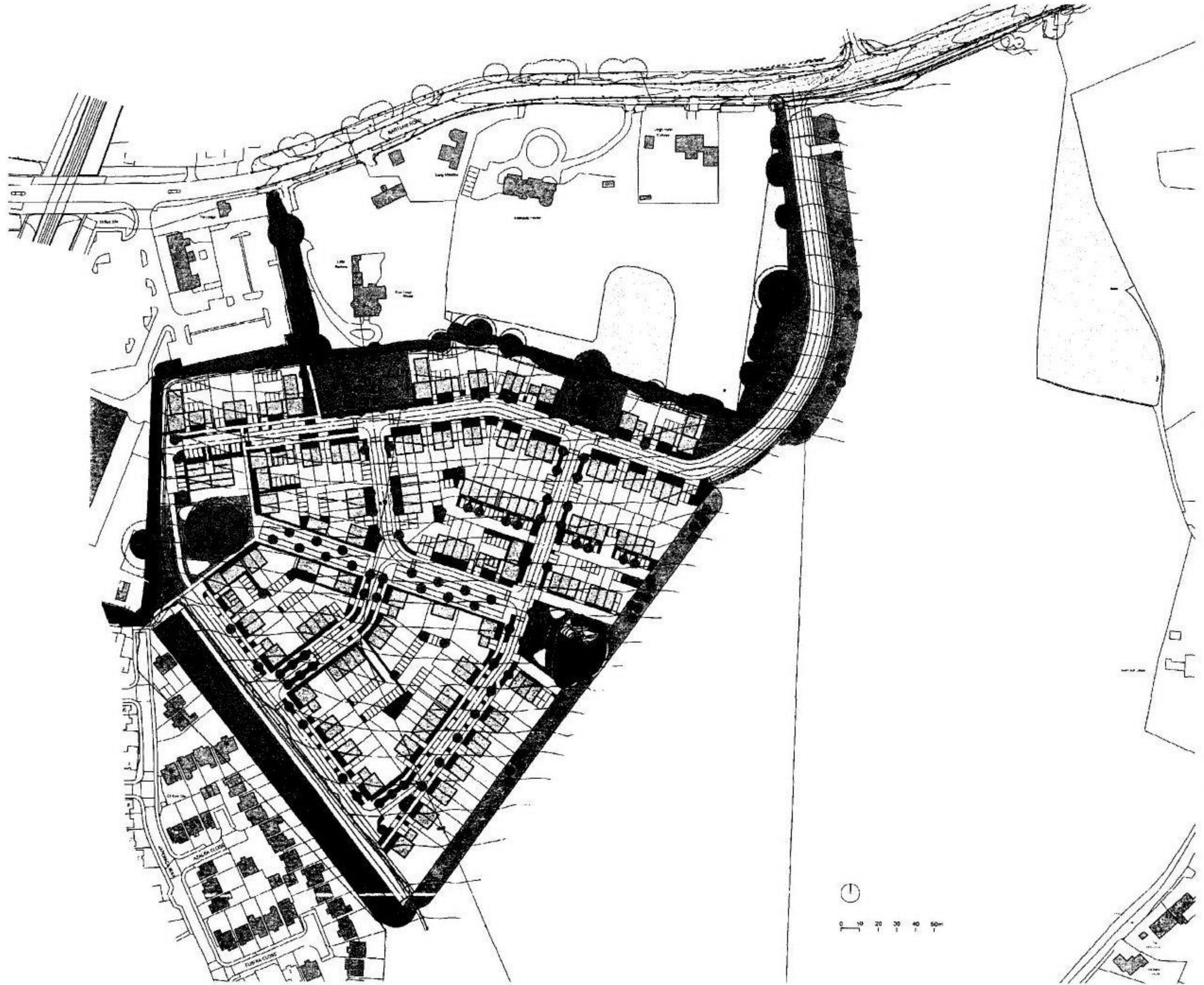
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- Legend**
- 100% (100%)
 - 90% (90%)
 - 80% (80%)
 - 70% (70%)
 - 60% (60%)
 - 50% (50%)
 - 40% (40%)
 - 30% (30%)
 - 20% (20%)
 - 10% (10%)
 - 0% (0%)

[illegible]

APPENDICES

APPENDIX A



0 10 20 30 40 50m

APPENDIX B

Sample Travel Survey Form

Please complete the questions below for all occupants in your property during the time of the survey. Some questions are relevant to all members of the household and spaces have been provided so details for up to five members of the household can be entered. If there are more than five household members, please complete for the five eldest household members.

1. What type of property do you live in?

- House/ bungalow ☐
 Flat/ apartment/ maisonette ☐

2. How many bedrooms does the property have?

- None (studio) ☐
 1 ☐
 2 ☐
 3 ☐
 4 or more ☐

3. What is the tenure status of the property?

- Privately owned ☐
 Privately owned key worker residence ☐
 Shared ownership ☐
 Rented from local authority/ council ☐
 Privately rented ☐
 Other (please specify)

4. How many people live in this property?

- 1 ☐
 2 ☐
 3 ☐
 4 ☐
 5 or more ☐

5. How long has each resident lived at this property?

	Res1	Res2	Res3	Res4	Res5
0-3 months	☐	☐	☐	☐	☐
3-6 months	☐	☐	☐	☐	☐
6-12 months	☐	☐	☐	☐	☐
1-2 years	☐	☐	☐	☐	☐
2-3 years	☐	☐	☐	☐	☐
3-4 years	☐	☐	☐	☐	☐
4-5 years	☐	☐	☐	☐	☐
Over 5 years	☐	☐	☐	☐	☐

6. Please state the gender of all residents:

	Res1	Res2	Res3	Res4	Res5
Male	☐	☐	☐	☐	☐
Female	☐	☐	☐	☐	☐

7. Please state the age of all residents:

	Res1	Res2	Res3	Res4	Res5
Under 16	☐	☐	☐	☐	☐
16-17	☐	☐	☐	☐	☐
18-29	☐	☐	☐	☐	☐
30-49	☐	☐	☐	☐	☐
50-64	☐	☐	☐	☐	☐
65+	☐	☐	☐	☐	☐

8. Please state the ethnicity of all residents:

	Res1	Res2	Res3	Res4	Res5
White British	☐	☐	☐	☐	☐
Irish	☐	☐	☐	☐	☐
Any other white background	☐	☐	☐	☐	☐
Mixed White and Black Caribbean	☐	☐	☐	☐	☐
White and Black African	☐	☐	☐	☐	☐
White and Asian	☐	☐	☐	☐	☐
Any other mixed background	☐	☐	☐	☐	☐
Asian or Asian British Indian	☐	☐	☐	☐	☐
Pakistani	☐	☐	☐	☐	☐
Bangladeshi	☐	☐	☐	☐	☐
Any other Asian background	☐	☐	☐	☐	☐
Black or Black British Caribbean	☐	☐	☐	☐	☐
African	☐	☐	☐	☐	☐
Any other Black background	☐	☐	☐	☐	☐
Chinese or Other Ethnic Group Chinese	☐	☐	☐	☐	☐
Any other Ethnic group	☐	☐	☐	☐	☐
Refused	☐	☐	☐	☐	☐

Please turn over

Household Information Form, cont.

9. Please state the employment status for each member of the household:

	Res1	Res2	Res3	Res4	Res5
Working full time	☐	☐	☐	☐	☐
Working part time	☐	☐	☐	☐	☐
Full time student	☐	☐	☐	☐	☐
Part time student	☐	☐	☐	☐	☐
Not working	☐	☐	☐	☐	☐
Retired	☐	☐	☐	☐	☐

10. For those in employment, do any them work from home?

	Res1	Res2	Res3	Res4	Res5
Regularly	☐	☐	☐	☐	☐
Sometimes	☐	☐	☐	☐	☐
Occasionally	☐	☐	☐	☐	☐
Never	☐	☐	☐	☐	☐
Not applicable	☐	☐	☐	☐	☐

11. Do any household members have a disability that affects the way they travel?

	Res1	Res2	Res3	Res4	Res5
Yes	☐	☐	☐	☐	☐
No	☐	☐	☐	☐	☐

12. Are any household members registered as part of a blue badge scheme?

	Res1	Res2	Res3	Res4	Res5
Yes	☐	☐	☐	☐	☐
No	☐	☐	☐	☐	☐

13. Please indicate whether or not each household member holds a current driving license:

	Res1	Res2	Res3	Res4	Res5
Yes	☐	☐	☐	☐	☐
No	☐	☐	☐	☐	☐

14. How many vehicles are owned by household members?

0	☐
1	☐
2	☐
3	☐
4 or more	☐

15. For each vehicle owned by household members, what type of permits are held for parking at the property?

	Veh1	Veh2	Veh3	Veh4
Permit to park on site	☐	☐	☐	☐
Permit to park on street	☐	☐	☐	☐
Permit/pay to park elsewhere	☐	☐	☐	☐
No permit	☐	☐	☐	☐

16. Do any household members own a bicycle?

	Res1	Res2	Res3	Res4	Res5
Yes	☐	☐	☐	☐	☐
No	☐	☐	☐	☐	☐

17. Do any household members belong to a car club?

	Res1	Res2	Res3	Res4	Res5
Yes	☐	☐	☐	☐	☐
No	☐	☐	☐	☐	☐
Don't know what a car club is	☐	☐	☐	☐	☐

18. Have you received any local travel information since you moved to this property?

Yes	☐
No	☐
Don't know	☐

19. Were you aware of the housing development's travel plan before receiving this paperwork?

Yes	☐
No	☐
Don't know	☐

20. Do household members use online shopping to purchase goods? If yes, what sort of items?

No online shopping	☐
Food	☐
Clothes/Books/DVDs/Music	☐
Tickets/Travel	☐
Other (please specify)	

21. By what mode did each visitor who came to your house on the survey day arrive?

	Vis1	Vis2	Vis3	Vis4	Vis5
No visitors	☐	☐	☐	☐	☐
Lorry	☐	☐	☐	☐	☐
Van	☐	☐	☐	☐	☐
Car driver (alone)	☐	☐	☐	☐	☐
Car driver (with passengers)	☐	☐	☐	☐	☐
Car passenger	☐	☐	☐	☐	☐
Motorcycle/scooter	☐	☐	☐	☐	☐
Cycle	☐	☐	☐	☐	☐
On foot	☐	☐	☐	☐	☐

22. For any visitors that arrived by car, were any registered as part of a blue badge scheme?

	Vis1	Vis2	Vis3	Vis4	Vis5
Yes	☐	☐	☐	☐	☐
No	☐	☐	☐	☐	☐

23. For Each Resident How do you Usually Travel to Work / School

	Res1	Res2	Res3	Res4	Res5
Walk	☐	☐	☐	☐	☐
Cycle	☐	☐	☐	☐	☐
Bus	☐	☐	☐	☐	☐
Train	☐	☐	☐	☐	☐
Car	☐	☐	☐	☐	☐
Taxi	☐	☐	☐	☐	☐
Motorcycle	☐	☐	☐	☐	☐

24. Why do you use this mode of Transport?

Resi 1

Resi 2

Resi 3

Resi 4

Resi 5

25. What factors would influence you to use more sustainable modes of transport such as Walk Cycling or Public Transport.

Resi 1

Resi 2

Resi 3

Resi 4

Resi 5

26. Have you applied for and made use of the Free Bus Pass tick for Yes

Res1 Res2 Res3 Res4 Res5

27. Have you been in contact with the Travel Plan Coordinator Please Tick for Yes

Res1 Res2 Res3 Res4 Res5

28. Have you received sufficient information from the Travel Plan Coordinator to inform you of relevant sustainable modes available to you?

Res1 Res2 Res3 Res4 Res5

28. Please make any comments you wish to below

**THE CONTENTS OF THIS SURVEY SHOULD BE
UPDATED BY THE TPC AND AGREED WITH HCC
PRIOR TO ITS USE.**