DATED 22nd JULY 2020

(1) THE COUNCIL OF THE BOROUGH OF HAVANT

and

(2) HAMPSHIRE COUNTY COUNCIL

and

(3) AG LANGSTONE B.V

SECTION 106 AGREEMENT

Under Section 106 Town and Country Planning Act 1990

relating to land known as Langstone Technology Park, 2b Langstone Road, Langstone, Havant

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THIS AGREEMENT is made on 22nd July 2020

BETWEEN:

1. **THE COUNCIL OF THE BOROUGH OF HAVANT** of Public Service Plaza Civic Centre Road Havant PO9 2AX ("**Council**");

2. **HAMPSHIRE COUNTY COUNCIL** of The Castle, Winchester, Hampshire, SO23 8UJ ("**County Council**"); and

3. **AG LANGSTONE B.V** incorporated and registered in The Netherlands registered with the Trade Register under number 64763773 and whose registered office is at Prinsengracht 919, 1017 KD Amsterdam, Netherlands. **("Owner").**

BACKGROUND

(A) For the purposes of the Act, the Council and the County Council are the local planning authorities for the area within which the Land is situated.

(B) The County Council is also the Highway Authority for Hampshire (save for trunk roads and special roads) and the Transport Authority for Hampshire for the purpose of the Transport Act 1985 and 2000.

(C) The Owner is the freehold Owner of the whole of the Land.

(D) The Application has been submitted to the Council for permission to develop the Land in accordance with the Planning Permission and the obligations contained herein.

(E) In anticipation of the grant of Planning Permission the Owner enters into this Agreement which makes provision for regulating the Development and securing the matters referred to in this Agreement.

(F) The parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council and the County Council against the Owner and their successors in title.

The parties agree as follows:

1. DEFINITIONS

1.1. From the date of this Agreement unless the context otherwise requires, the following definitions apply to this Agreement:

"Access Road Signage Works"	means the provision of appropriate signage works on the site access road (connecting Havant Footpath 51 with the wider provision on Langstone Road) to be located in the positions marked with an "X" as shown in principle on plan number 0173 B attached at Appendix Four to this Agreement and "Access Road Signage" means the signage erected.
"the Act"	means the Town and Country Planning Act 1990.

"Application"	means the application submitted to the Council for planning permission to carry out the Development and given the Council's reference number APP/19/00703.
"Approved Matters"	means any facilities, services, project work or infrastructure relating to the Development and in respect of which this Agreement authorises the Financial Contributions to be applied.
"Bus Infrastructure Contribution"	means the sum of £25,000 Index Linked to be paid by the Owner to the County Council towards the costs of real time information and the relocation of the northbound bus shelter on Langstone Road.
"Commencement of Development"	means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development is begun other than (for the purposes of this Agreement and for no other purpose) operations consisting of: site survey, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services on the Land and "Commence Development" and similar expressions shall be construed accordingly SAVE THAT Commencement of Development of the Industrial Land shall mean such operations in relation only to the Industrial Land.
"Development"	means the part-demolition of Building 1000 and associated works and the erection of new flexible use industrial units and a new parking layout with associated works to layout and access and felling of two trees subject to a Tree Preservation Order on the Land and in accordance with the Planning Permission.
"Director"	means the Director of Economy Transport and Environment at the County Council or his appointed representative for the time being or successor.
"Expert"	means an independent and suitable person holding appropriate professional qualifications and of at least 10 years' post qualification experience in the area of expertise relevant to the dispute and appointed in accordance with the provisions of clause 10 to determine a dispute.
"Financial Contributions"	means the Bus Infrastructure Contribution, the Footpath 51 Contribution, and the Right Turn and Roundabout Signage Contribution.
"Footpath 51 Contribution"	means the sum of £67,500 Index Linked to be paid by the Owner to the County Council for the Footpath 51 Improvement Works.
"Footpath 51 Improvement Works"	means the improvement, enhancement and future maintenance works to be undertaken by the County Council to that part of Havant Footpath 51 between the A27 and the Langstone Technology Park from Langstone Road as shown indicatively coloured green on plan number 0173 B at Appendix Four of this Agreement.
"Framework Travel Plan"	means the framework travel plan prepared by the Owner and agreed by the County Council a copy of which is attached at Appendix One to this Agreement.

"Havant Footpath 51"	means the footpath in the Borough of Havant shown on the Hampshire County Council Definitive Map as Footpath 51.
"Index Linked"	means increased in accordance with the following formula: Amount payable = the payment specified in this Agreement x (A/B) where: A = the last figure published for the RPI (All Items) that applied immediately preceding the date that the payment is due B = the last figure published for the RPI (All Items) that applied immediately prior to the date of this Agreement.
"Industrial Land"	means that part of the Land edged and hatched in green on Plan number 0172 A at Appendix Four of this Agreement.
"Interest"	means interest at 4% above the base lending rate of the Barclays Bank PLC from time to time
"Land"	means that part of the freehold property being land known as Langstone Technology Park, 2b Langstone Road, Langstone, Havant, Waterlooville, shown edged red on Plan 1 and registered at the Land Registry together with other land with title number SH19416.
"Northern Footpath Connection Works"	means works to widen from 1.4 metres to 2.5 metres the tarmacked surface of the path of approximately 20 metres in length connecting the northern end of Havant Footpath 51 to the north eastern corner of the Land for shared footpath and cycle use the location of which is shown coloured pink on plan number 0173 B attached at Appendix Four to this Agreement
"Occupation"	means first occupation of of any part of the Land 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, display or site security and "Occupy" shall be similarly construed SAVE THAT Occupation of the Industrial Land shall mean such occupation in relation only to the Industrial Land.
"Plan 1 "	means the plan attached at Appendix Three to this Agreement with drawing number 0171 A
"Planning Permission"	means the conditional planning permission that may be granted in pursuance of the Application and in the form of the draft attached hereto at Appendix 2.
"Right Turn and Roundabout Signage Contribution"	means the sum of twenty five thousand pounds (£25,000) Index Linked to be paid by the Owner to the County Council as a contribution towards the cost of amendment of the Langstone Road right turn lane white lining and towards the cost of the Roundabout Signage Works.
"Roundabout Signage Works"	means additional signage to be erected by the County Council at the A27 roundabout for the sole purpose of assisting vehicles making a right hand turn into Langstone Technology Park.

"RPI (All Items)"	means the All Items Index of Retail Prices published by the Office of National Statistics.
"Travel Plan"	the final and full form travel plan based on the Framework Travel Plan for the Industrial Land such travel plan prepared by the Owner and to be approved by the County Council in accordance with paragraph 2.2 of Schedule One of this Agreement.
"Travel Plan Approval Fee"	means the sum of one thousand five hundred pounds (£1,500) payable by the Owner to the County Council towards the costs incurred in reviewing and approving the Travel Plan.
"Travel Plan Bond"	means either a cash deposit or a bond approved by the County Council by a surety acceptable to the County Council in either event in the sum of twenty seven thousand and sixty pounds (£27,060) being the cost of implementation and compliance with the targets and measures of the Travel Plan (as estimated by the County Council) to be provided by the Owner to the County Council.
"Travel Plan Monitoring Fee"	means the total sum of fifteen thousand pounds (£15,000) payable by the Owner to the County Council in five equal instalments in the sum of three thousand pounds (£3,000) per annum for the first five years of operation of the Travel Plan in accordance with the provisions of paragraph 3.1 of Schedule One after the approval of the Travel Plan towards the costs to be incurred by the County Council in monitoring the Travel Plan.
"Working Day"	means a day other than a Saturday, Sunday or public holiday in England.

2. INTERPRETATION

2.1 The clause and paragraph headings in this Agreement are for reference only and do not affect its construction or interpretation.

2.2 References to clauses Schedules and Appendices are to the clauses, Schedules and Appendices of this Agreement, unless stated otherwise.

2.3 A reference to a paragraph is to the paragraph of the Schedule in which the reference is made, unless stated otherwise.

2.4 Words importing one gender include any other genders and words importing the singular include the plural and vice versa.

2.5 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.

2.6 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws, permissions and plans for the time being made, issued or given under that legislation or deriving validity from it.

2.7 References to the Land include any part of it PROVIDED THAT references to the Industrial Land relate solely to the Industrial Land.

2.8 References to any party in this Agreement include the successors in title of that party and any references to the Council and the County Council includes any successor to their respective statutory functions including local planning authority exercising planning powers under the Act.

2.9 References to "including" mean "including, without limitation".

2.10 Any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

2.11 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.

2.12 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall be unaffected.

3 STATUTORY PROVISIONS

3.1 This Agreement is made by deed pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011.

3.2 To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of those sections of the Act and are enforceable by the Council and the County Council.

3.3 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.

3.4 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council or the County Council of any of its statutory powers, functions or discretions in relation to the Land or otherwise.

4 COMMENCEMENT OF AGREEMENT

4.1 This Agreement shall have effect from the date hereof.

5 COVENANTS

5.1 The Owner covenants with the County Council to comply, observe and perform the obligations as set out in this Agreement and Schedule One, Schedule Two and Schedule Three and Schedule Four of this Agreement.

5.2 The Owner covenants with the Council to comply, observe and perform the obligations as set out in this Agreement and Schedule Four of this Agreement.

5.3 The County Council covenants with the Owner as set out in Schedule Five.

6 REGISTRATION

6.1 This Agreement shall be registered by the Council as a Local Land Charge in the Register of Local Land Charges maintained by the Council.

7 RELEASE

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

7.2 No planning obligation contained in this Agreement shall be binding on any land held by any of the statutory undertakers for their statutory functions.

7.3 No mortgagee or chargee shall have any liability under this Agreement unless the mortgagee or chargee takes possession of the whole or any part of the Land as a mortgagee in possession in which case it too will be bound by the obligations as if it were the Owner.

7.4 No obligation expressed in this Agreement shall be enforceable against any individual occupier or tenant or the mortgagees of such persons.

8 NOTICES

8.1 The Owner agrees to give the Council and County Council written notice within five (5) days of any change in ownership of any of its interests in the Land occurring before all the obligations under this Agreement have been discharged and such notice shall give details of the transferee's full name and:

a) registered office where the transferee owner is a company

b) usual address where the transferee is not a company

together with details of the area of the Land or unit of occupation transferred by reference to a plan.

8.2 Any notice, demand or any other communication to be given under or in connection with this Agreement shall be in writing and will be effective only if delivered by hand or sent by recorded delivery to the party due to receive the notice, demand or communication.

8.3 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Agreement or to such other address as one party may notify in writing to the others at any time as its address for service and in the case of service upon the Council and/or the Country Council shall be marked for the attention of the Head of Legal Services and in the case of the County Council with reference 131830/CMR.

8.4 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:

a) if delivered by hand, at the time of delivery; or

b) if sent by recorded delivery, at the time delivery was signed for.

8.5 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it shall be treated as having been served on the next Working Day.

8.6 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connections with those proceedings.

9 COSTS OF THIS AGREEMENT

9.1 On or before completion of this Agreement the Owner shall pay to the Council and the County Council its reasonable and proper legal costs in connection with the preparation, negotiation and completion of this Agreement together with the County Council's development control costs of one thousand seven hundred and ninety four pounds (£1,794).

10 DETERMINATION OF DISPUTES

10.1 Subject to clause 10.6, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other not less than 10 Working Days written notice requiring the dispute to be determined under this clause 10. The notice shall propose an appropriate Expert and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

10.2 Any dispute over the appointment of the Expert appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society of England and Wales who will have the power, with the right to take such further advice as he may require, to determine the appropriate Expert and to arrange his nomination.

10.3 The Expert shall act as an independent expert and:

a) each party may make written representations within ten Working Days of the Expert's appointment and will copy the written representations to the other party;

b) each party shall have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;

c) the Expert shall be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as they may reasonably require;

d) the Expert shall not take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;

e) the Expert shall have regard to all representations and evidence before them when making their decision, which shall be in writing, and shall give reasons for their decision; and

f) the Expert shall use all reasonable endeavours to publish their decision within 30 Working Days of his appointment.

10.4 Responsibility for the costs of referring a dispute to an Expert under this clause 10, including costs connected with the appointment of the Expert and the Expert's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Expert.

10.5 This clause 10 does not apply to disputes touching or concerning the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

10.6 The provisions of this clause 10 shall not affect the ability of the Council or the County Council to apply for and be granted declaratory relief, injunction, specific performance, payment of any sum, damages or any other means of enforcing this Agreement and consequential and interim orders and relief.

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

11.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not made for the benefit of nor shall any of its provisions be enforceable by any person other than the parties to this Agreement and their successors in title.

12 INDEXATION

12.1 The Financial Contributions shall be Index Linked.

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

13 INTEREST

13.1 If any sum due under this Agreement is paid late Interest will be payable from the date payment is due until the date of payment.

14 WAIVER

14.1 No failure or delay by the Council or County Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver (whether express or implied) for any breach or default by the Owner in performing or observing any of the covenants, restrictions or obligation contained in this Agreement. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15 SPEND IN ADVANCE

15.1 The Council and the County Council are entitled at their sole discretion to:

a) enter into contractual arrangements;

b) incur expenditure, including but not limited to any design costs; and/or

c) commence works,

in respect of any Approved Matters at any time, even if the trigger point for the payment of the relevant Financial Contributions has not yet arisen.

15.2 If the Council and/or the County Council exercises its right under clause 15.1 and if the trigger point for the relevant Financial Contributions subsequently occurs:

a) the Council and/or the County Council (as appropriate) may immediately following receipt of any Financial Contributions secured under this Agreement, deduct from that Financial Contribution a sum equivalent to the amount of expenditure or liability incurred in relation to the associated Approved Matters ("Deduction");

b) the Council and/or the County Council shall not be required to repay any Deduction or account for any interest accrued on it; and

c) any such Deduction or any interest accrued on it shall be and remain the property of the Council and/or the County Council.

15.3 FOR THE AVOIDANCE DOUBT nothing in this clause 15 shall require the Owner to pay any Financial Contributions prior to the trigger dates for payment as set out in the Schedules to this Agreement.

16 TERMINATION

16.1 The obligations in this Agreement (with the exception of clause 9) shall cease to have effect if before Commencement of Development, the Planning Permission:

a) expires;

b) is revoked; or

c) is quashed following a successful legal challenge.

17 FUTURE PERMISSIONS

17.1 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.

17.2 This Agreement shall apply to any planning permission subsequently granted under section 73 or 73A of the Act which permits non-compliance with any of the conditions attached to the Planning Permission (a "Subsequent Permission") and the Planning Permission shall be construed to include the development as stated in the Subsequent Permission unless otherwise required by the Council.

18 JURISDICTION

18.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.

18.2 The Courts of England shall have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

SCHEDULE ONE

Travel Plan

The Owner covenants with the County Council as follows:

1 TRAVEL PLAN APPROVAL FEE

1.1 No later than three months prior to Occupation of the Industrial Land to pay the Travel Plan Approval Fee to the County Council.

2 TRAVEL PLAN

2.1. Three months prior to Occupation of the Industrial Land, to submit to the County Council the Travel Plan for approval by the County Council.

2.2 Not to Occupy nor permit Occupation of the Industrial Land unless and until is has secured the written approval of the County Council to the Travel Plan.

2.3 Not to Occupy nor permit Occupation of the Industrial Land or any part thereof unless and until it has implemented and complied with the Travel Plan in accordance with the requirements and timetable of the approved Travel Plan.

2.4 Without prejudice to the approved Travel Plan the Owner shall not Occupy nor permit Occupation of the Industrial Land (or any part thereof) unless and until it has appointed a travel plan co-ordinator for the whole of the Industrial Land to implement the Travel Plan and has notified the County Council in writing of such appointment.

3 TRAVEL PLAN MONITORING FEE

3.1 To pay the Travel Plan Monitoring Fee to the County Council in five equal instalments of three thousand pounds (£3,000) with the first instalment payable prior to first Occupation of the Industrial Land (or any part thereof) and thereafter four further instalments each of three thousand pounds (£3,000) payable on each subsequent anniversary up to and including the fourth anniversary of first Occupation of the Industrial Land.

3.2 Not to Occupy nor permit Occupation of the Industrial Land (or any part thereof) unless and until it has paid to the County Council the sum of three thousand pounds (£3,000) being the first instalment of the Travel Plan Monitoring Fee.

4 TRAVEL PLAN BOND

4.1. Not to Occupy, nor permit Occupation, of the Industrial Land unless and until it has provided to the County Council the Travel Plan Bond.

4.2 If notified by the County Council that the Travel Plan is not being complied with or that the targets in the Travel Plan are not being met, the Owner shall within 28 Working Days of being so notified use reasonable endeavours to either comply with the Travel Plan or to identify and implement remedial measures agreed in writing with the County Council.

4.3 If in the opinion of the County Council acting reasonably the Owner unreasonably fails at any time within five years of first Occupation of the Industrial Land:

a) to deliver the agreed measures/ targets; and/or

b) to comply with any/all of the measures/targets contained within the Travel Plan or any remedial measures agreed thereafter in writing and the Council has notified the Owner to that effect

the County Council shall be entitled to use or call upon the Travel Plan Bond as appropriate in order to remedy a failure to achieve and implement the agreed measures/targets contained within the relevant Travel Plan or such alternative measures as agreed between the Owner and the County Council in order to achieve the overall aims of that Travel Plan or such alternative measures as the Director in his absolute discretion determines will at no greater cost to the Owner achieve the overall aims of the relevant Travel Plan.

5 COMPLIANCE WITH TRAVEL PLAN

5.1. That if it or its successors in title Occupy the Industrial Land or any part thereof it or they will implement the Travel Plan relating to the Industrial Land or such part of the Industrial Land to be Occupied and shall use all reasonable endeavours to achieve the targets set therein.

5.2 That following Commencement of Development of the Industrial Land it will include in any tenant's lease or occupier's license of any part or parts of the Industrial Land a covenant that the tenant or occupier will implement the Travel Plan in respect of such part or parts of the Industrial Land and further that it will use all reasonable endeavours to enforce such obligations against any such tenant.

5.3 That following Commencement of Development of the Industrial Land within 20 Working Days of the grant of any tenancy, letting or licence of an industrial unit within the Industrial Land or any part or parts thereof it will procure the delivery to the County Council of a notice giving the following details:

a) the name and address of the tenant;

b) a description of the premises demised;

c) the length of the term; and

d) a sufficient extract of the lease, licence or tenancy agreement as the case may be setting out the terms of the covenant expressed in favour of the County Council in relation to the Travel Plan.

SCHEDULE TWO

SIGNAGE AND OTHER HIGHWAY RELATED OBLIGATIONS

The Owner covenants with the County Council as follows:

1 ACCESS ROAD SIGNAGE WORKS

1.1 Three months prior to Occupation of any part of the Land to supply to the County Council for approval detailed plans setting out the design and positioning of the Access Road Signage Works.

1.2 Not to Occupy or permit Occupation of the Land unless and until the Access Road Signage Works has been approved in writing by the County Council.

1.3 That it shall complete the Access Road Signage Works to the written satisfaction of the County Council no later than twenty eight days following the date that the County Council notifies the Owner of the completion of the Footpath 51 Improvement Works.

1.4 That the Access Road Signage shall remain in place and that the Owner shall not remove or permit the removal of the Access Road Signage unless and until otherwise agreed in writing with the County Council.

1.5 That it shall carry out regular maintenance of the Access Road Signage Works as required by the County Council.

2 RIGHT TURN AND ROUNDABOUT SIGNAGE WORKS CONTRIBUTION

2.1 Not to Commence or permit Commencement of Development of the Industrial Land unless and until the Right Turn and Roundabout Signage Contribution has been paid to the County Council.

3 BUS INFRASTRUCTURE CONTRIBUTION

3.1 Not to Occupy nor permit Occupation of any part of the Development unless and until the Bus Infrastructure Contribution has been paid to the County Council.

4 NORTHERN FOOTPATH CONNECTION WORKS

4.1 To notify the Council and the County Council on commencement of the Northern Footpath Connection Works.

4.2 To carry out the Northern Footpath Connection Works to the satisfaction of the County Council prior to Occupation.

4.3 Not to Occupy or permit Occupation of any part of the Development unless and until the Northern Footpath Connection Works have been carried out to the satisfaction of the County Council.

SCHEDULE THREE

COUNTRYSIDE OBLIGATIONS

The Owner covenants with the County Council as follows:

1. To pay the Footpath 51 Contribution on Commencement of Development of the Industrial Land.

2. Not to Commence or permit Commencement of Development of the Industrial Land unless and until the Footpath 51 Contribution has been paid to the County Council.

SCHEDULE FOUR

The Owner covenants with the County Council and/or the Council as follows:

1 COMMENCEMENT OF DEVELOPMENT

1.1 To give to the Council and the County Council not less than ten (10) Working Days written notice of their intention to Commence Development.

1.2 To give to the Council and the County Council not less than five (5) Working Days' notice prior to Occupation.

2 SUBMISSION OF DOCUMENTS

2.1 To provide when submitting documents or details to the Council and/or County Council pursuant to the Schedules of this Agreement a reference to the relevant Planning Permission, the date and parties to this Agreement, and the paragraph and Schedule under which approval is sought, together with a statement of the date by which a decision is requested from the relevant council.

SCHEDULE FIVE

THE COUNTY COUNCIL'S COVENANTS WITH THE OWNER

The County Council covenants with the Owner

1 COUNTY COUNCIL APPROVAL

1.1 That no approval required under this Agreement shall be unreasonably withheld or delayed.

2 FOOTPATH IMPROVEMENT WORKS NOTIFICATION

2.1 To notify the Owner in writing upon completion of the Footpath 51 Improvement Works.

3 REPAYMENT OF FINANCIAL CONTRIBUTIONS

3.1 To use the Financial Contributions for the purposes specified in this Agreement or such other purposes for the benefit of the Development as the Owner and the County Council shall agree in writing.

3.2 Following receipt of a written request to do so from the Owner to repay to the Owner such amount of the Bus Infrastructure Contribution and/or the Right Turn and Roundabout Signage Contribution which remains unspent or uncommitted by the letting of a contract on the tenth anniversary of the date of receipt by the County Council of the last instalment (where applicable) of such contribution together with interest accrued thereon (if any) from the date of payment until the date of written request for refund.

3.3 The parties agree that any portion of the Footpath 51 Contribution not used for the Footpath 51 Improvement Works will not be subject to the repayment provision at paragraph 3.2 of this Schedule Five and the County Council covenants to use such unused portion for maintenance of the route.

4. TRAVEL PLAN BOND

4.1 Upon receipt of the Travel Plan Bond, if such bond is received by way of a cash deposit to deposit the sum as a separate and identifiable sum in an interest bearing account and all interest shall be credited to the account and the Travel Plan Bond shall be held on account for the Owner.

4.2 That if the Travel Plan Bond comprises a cash deposit then the Travel Plan Bond together with any interest accrued shall be released and returned to the Owner upon the expiry of five (5) years following first Occupation of the Industrial Land, except in the event of a default by the Owner to secure the obligations set out in Schedule One within the timetable specified in the Travel Plan or as otherwise agreed in writing. In the event of such a default the County Council shall be entitled to retain an amount of the Travel Plan Bond equivalent to the reasonable costs incurred by the County Council in undertaking such obligations itself.

APPENDIX ONE

FRAMEWORK TRAVEL PLAN

Langstone Technology Park
Havant

Framework Travel Plan

david tucker associates
transport planning consultants

Langstone Technology Park
Havant

Framework Travel Plan

11th December 2019
SKP/20428-05e Framework TP

Prepared by:

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Prepared for:

AG Langstone BV and Trinity Investment Management

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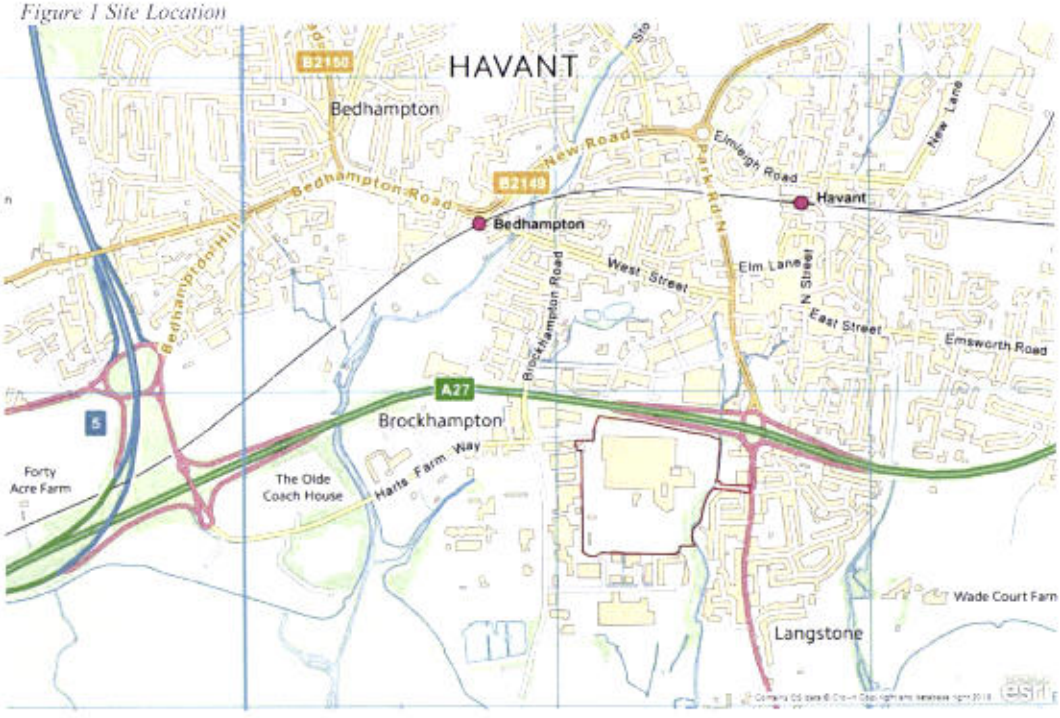
1.0 INTRODUCTION

1.1 This Travel Plan has been prepared by David Tucker Associates (DTA) on behalf of AG Langstone BV and Trinity Investment Management in respect of redevelopment employment proposals at Langstone Technology Park, Havant.

1.2 A Travel Plan is a term used for a package of measures aimed at promoting sustainable transport within an organisation, with the main aim of reducing travel by single occupancy vehicles.

1.3 The Park is located to the south of Havant Town Centre, south of the A27 and west of the A3023 Langstone Road as shown on **Figure 1**. It was originally developed by IBM in the 1960s.

Figure 1 Site Location



1.4 The Park currently comprises 58,412m^2 of employment floorspace, which has been occupied by forty enterprises with provision for 1,854 parked cars.

1.5 In building floorspace terms, the redevelopment proposals on the Park include demolition of part of the existing floorspace and erection of new buildings comprising a combined area of 12,575m^2 in flexible B1c, B2 and B8 uses in the south-west corner of the site.

1.6 Following the redevelopment, the Park will comprise the following:

- B1a Offices 39,233m^2
- B1b Labs 2,183m^2
- B1c/B2 Industry 2,302m^2
- B8 5,568m^2
- New B1c, B2, B8 12,575m^2
- Nursery/Creche 288m^2
- Plant 1,551m^2

1.7 The Development masterplan is attached at **Appendix A**.

1.8 This Framework Travel Plan is presented for the new B1c, B2, B8 employment units. This document is prepared on behalf of the developer to set the Framework for the travel planning for the new employment units based upon which the end user or users will prepare their own bespoke Travel Plans to suit their operation and staff.

1.9 This Framework will therefore act as a guide for occupiers to produce a more detailed Travel Plan tailored to their organisation, which will outline specific measures and timescales for their implementation. Subsequent implementation of each detailed Travel Plan will commence on or prior to occupation of the relevant unit and shall be monitored and reviewed annually for 5 years.

1.10 The Travel Plan includes:

- A strategy for setting target modal share for staff access to the site;
- A strategy for achieving the target; and
- A process for monitoring progress towards achieving the target.

1.11 The strategy includes:

- Public transport use encouragement;
- Cycling incentives and facilities;
- Walking incentives; and
- Car sharing encouragement.

2.0 POLICY CONTEXT

National Planning Policy Framework (2019)

2.1 In February 2019, the government published a revised National Planning Policy Framework (NPPF). Paragraph 110 that applications for development should:

"a) give priority first to pedestrian and cycle movements, both within the scheme and with neighbouring areas; and second – so far as possible – to facilitating access to high quality public transport, with layouts that maximise the catchment area for bus or other public transport services, and appropriate facilities that encourage public transport use;

b) address the needs of people with disabilities and reduced mobility in relation to all modes of transport;

c) create places that are safe, secure and attractive – which minimise the scope for conflicts between pedestrians, cyclists and vehicles, avoid unnecessary street clutter, and respond to local character and design standards;

d) allow for the efficient delivery of goods, and access by service and emergency vehicles; and

e) be designed to enable charging of plug-in and other ultra-low

2.2 Paragraph 111 of the NPPF states that: *"All developments that will generate significant amounts of movement should be required to provide a travel plan, and the application should be supported by a transport statement or transport assessment so that the likely impacts of the proposal can be assessed".*

Good Practice Guidelines: Delivering Travel Plans through the Planning Process (2009)

2.3 In April 2009 the Department for Transport published 'Good Practice Guidelines: Delivering Travel Plans through the Planning Process'. The Guidelines aim to bring together some of the best practice from around the country, drawing upon recent research.

2.4 TPs have become an integral element of the planning process:

"They are critical to ensure that the use of sustainable modes is maximised, the finite capacity of the transport network is used effectively and the need for some costly highway infrastructure is avoided as far as is practical."

Paragraph 1.7. Good Practice Guidelines: Delivering Travel Plans through the Planning Process. April 2009

2.5 The Guidance defines a TP as:

"a long-term management strategy for an occupier or site that seeks to deliver sustainable transport objectives through positive action and is articulated in a document that is regularly reviewed"

Paragraph 2.1. Good Practice Guidelines: Delivering Travel Plans through the Planning Process. April 2009

2.6 The Guidance sets out that a TP involves:

"the development of agreed explicit outcomes limited to the appropriate package of measures aimed at encouraging more sustainable travel, with an emphasis on reducing single occupancy car use. Each travel plan should be unique to a site"

Paragraph 2.1. Good Practice Guidelines: Delivering Travel Plans through the Planning Process. April 2009

2.7 The Guidance sets out the ultimate objective of the travel planning process whilst identifying the additional aims and benefits:

"travel plans focus on achieving the lowest practical level of single occupancy vehicle trips to or from a site and widening the use of other modes. They assist in the wider aims of encouraging sustainable travel, improving health and reducing congestion, energy consumption and pollution. Travel plans need to address all journeys that may be made to and from a site, by anyone who may have a need to visit or stay there."

Paragraph 2.4. Good Practice Guidelines: Delivering Travel Plans through the Planning Process. April 2009

2.8 The Guidance focuses on an 'outcomes' approach to TPs, requiring that specific outcomes or targets are established by agreement on what should be achieved through the TP over time.

Planning Practice Guidance 'Travel Plans, Transport Assessments and Statements' (2014)

2.9 The Department for Communities and Local Government (CLG) recently published the Planning Practice Guidance (PPG), which reinforces the guidance contained within the NPPF.

2.10 In particular Paragraph 111 which states that:

> *"All developments which generate significant amounts of transport movement should be required to provide a Travel Plan.*
>
> *Travel Plans should identify the specific required outcomes, targets and measures, and set out clear future monitoring and management arrangements all of which should be proportionate. They should also consider what additional measures may be required to offset unacceptable impacts if the targets should not be met."*

This document also states some of the policies that Travel Plans should/ may include:

- *Benchmark travel data including trip generation databases;*
- *Information concerning the nature of the proposed development and the forecast level of trips by all modes of transport likely to be associated with the development;*
- *Relevant information about existing travel habits in the surrounding area;*
- *Proposals to reduce the need for travel to and from the site via all modes of transport; and*
- *Provision of improved public transport services;*
- *Parking strategy options (if appropriate); and*
- *Proposals to enhance the use of existing, new and improved public transport services and facilities for cycling and walking both by users of the development and by the wider community.*

Travel Plans should set out explicit outcomes rather than just identify processes to be followed (such as encouraging active travel or supporting the use of low

emission vehicles). They should address all journeys resulting from a proposed development by anyone who may need to visit or stay and they should seek to fit in with wider strategies for transport in the area."

Hampshire County Council's Guide to Development Related Travel Plans (2009)

2.11 This document was adopted by the Hampshire County Council in 2009 and relates to the importance of a Travel Plan and specific guidance needed for producing a TP document relevant to the local area. The document includes; Basic information about the function of a TP, how an effective TP can be secured through the planning process, how a TP document should be produced and specific management and monitoring which should be included.

2.12 This Travel Plan has been prepared in accordance with this local guidance document, setting out all required elements including realistic targets and measures to achieve these targets. These elements link directly to the outcome of the Transport Assessment Document and are consistent with the Local Transport Plan.

IHT's Guidelines for Providing Journeys on Foot (2000)

2.13 The guidelines provide current best practice for providing for pedestrians in support of policies to achieve sustainable travel patterns.

CIHT's Buses in Urban Developments (2018)

2.14 The guidelines emphasize the important role of buses in achieving sustainable travel patterns and that in addition to enabling or providing for bus services there should be targets or specific aspirations for their use.

Havant Borough Council Parking Supplementary Planning Document (2016, updated 2019)

2.15 The SPD sets out the car parking requirements within Havant.

3.0 SITE ASSESSMENT

3.1 Site Location

3.1.1 The Park is located close to the edge of Havant town centre as shown on **Figure 1**. The Park abuts the A27 linking destinations along the south coast.

3.1.2 The Park is served by two points of vehicular access; one to the west and one to the east. Within the western boundary lies an internal roundabout which feeds into Brookside Road, which links into a 4-arm roundabout with Harts Farm Way, running towards the A3(M); Brockhampton Road; and an industrial access road, Southmoor Lane.

3.1.3 To the east, the access onto the public highway is shared with a pub/restaurant and hotel. The access onto the A3023 Langstone Road is an all-movements priority junction, with a right turn lane into the Park.

3.2 Walking and Cycling

3.2.1 Current best practice guidance suggests that walking and cycling are likely to be practical for most people for journeys of 20-30 minutes. In terms of journey distance this equates to around 2km and 5km respectively. These respective catchment areas are shown in **Figures 2** and **3** below.

3.2.2 The principal desire line to and from the Park is to the north into Havant town centre. Public Footpath 51 provides for these journeys, running along the north-eastern boundary of the site with connections into the north-east corner (Building 7000 car park) and the eastern site access road. This is shown on **DTA Drawing 20428-04b** in **Appendix B**.

3.2.3 From the north-east corner, PF51 also forms part of National Cycle Network Route 22, and is a wide well maintained surface which initially runs through an equally well maintained commodious underpass before emerging alongside Tesco just over 100m from the site boundary. The route emerges onto Solent Road, where safe crossing is enabled via a wide central splitter island with tactile paving.

Figure 2 2km catchment of the Park (walking preferred)

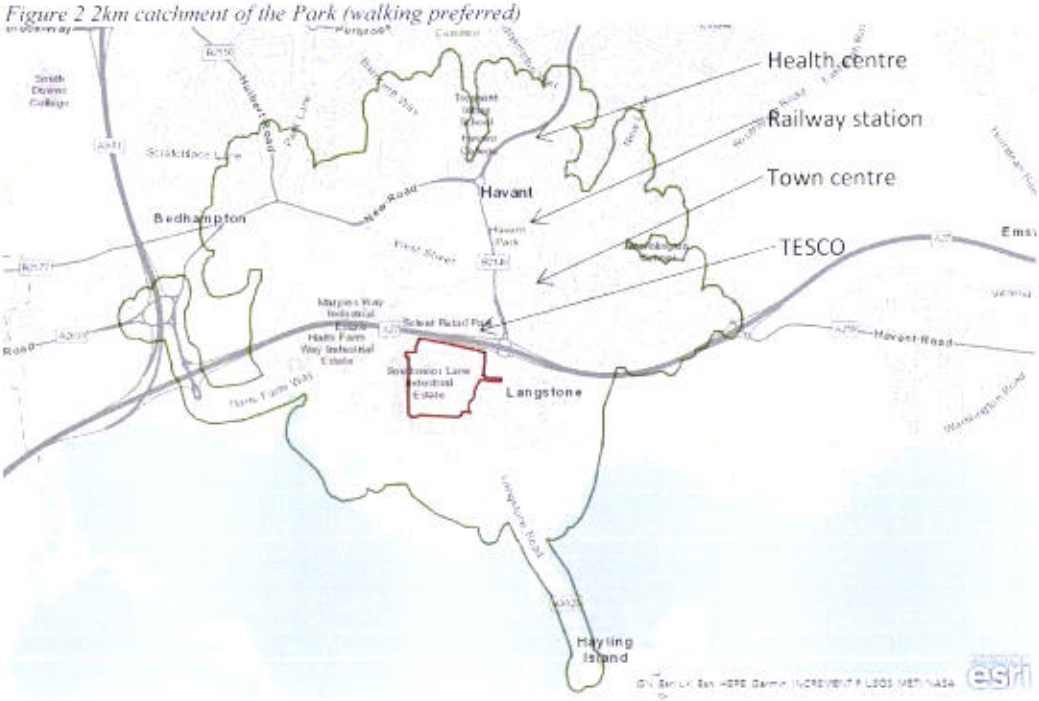


Figure 3 5km catchment of the Park (cycling preferred) – NCR shown as purple dashed lines



3.2.4 The Park is served by a convenient and high quality network of footpaths, footways and cycle routes.

3.2.5 The PF51 and NCN22 routes continue north along an off road link leading towards Solent Retail Park before bending away to the east where NCN22 meets Park Road South. This section is shared by cyclists and pedestrians with an approximate width of 3-4m. Generous footways on Solent Road also allow connection towards Park Road South, as well as the remainder of the retail facilities in the area.

3.2.6 Park Road South contains wide shared footway/cycleways on both sides measuring 3.8-4.5m. Formal crossing facilities are provided at the junction with Solent Road and at the pedestrian crossing immediately to the south of West Street.

3.2.7 The pedestrian crossing is the clear desire line to access the retail facilities within Havant town centre via West Street, from which vehicles are prohibited. Cyclists are permitted on part but not all of West Street.

3.2.8 Havant Bus Station is located on Elm Lane slightly further to the north, around 800m from the edge of the site, a 10 minute walk. The entire route is therefore serviced via wide well maintained footways and safe crossings.

3.2.9 The same route forms the bulk of the route to Havant Rail Station, around 1.1km from the site on foot (13-14 minutes). The route between bus and rail station is again characterised by direct, convenient good quality footways.

3.2.10 An alternative route from Park Road South across the A27 roundabout is available by way of segregated ramps and steps, but it provides a less pleasant means of access and hence is not likely to be well used by employees at the site. This is borne out by observations during site visits, when PF51 was heavily used, whereas the routing via the A27 roundabout was sparsely used.

3.2.11 To the south of the site, PF51 continues as a rural facility linking to the edge of Langstone and the Bridge Lake estuary. The route is unpaved, appropriately reflective of its primarily recreational function. During site visits, it has been lightly used. It does not form a significant commuting desire line to the site for employees.

3.2.12 Pedestrian and cyclist journeys to work to the south onto Hayling Island are much more likely to route via Langstone Road. Footways are wide and generally well maintained, with shared footway/cycle way facilities present to the south of Langstone Avenue.

3.2.13 Crossing facilities to the south of the site access on Langstone Road take the form of a pedestrian refuge with tactile paving. The crossing facility has been upgraded since May 2017.

3.2.14 NCN22 runs along the northern boundary of the site, the majority of which also comprises Public Footpath 50, it is wide, tarmacked and well maintained.

3.2.15 At the western site access, NCN22 returns to an on carriageway facility along Brookside Road, before returning to an off-carriageway shared footway/cycleway route on the southern side of Harts Way Farm and beyond towards Cosham and Portsmouth.

3.2.16 In terms of pedestrian movements, Brookside Road contains two footways of generally standard width, with reasonable surfacing. The north sided footway is more relevant to the site, with links to Brockhampton Road giving access to Bedhampton. The Brockhampton Road roundabout comprises tactile paving crossing facilities on the key desire lines.

3.2.17 The pedestrian and cyclist network pertinent to the Park is of a high standard, with comprehensive coverage, with no evident deficiencies.

3.3 Bus Services

3.3.1 The closest bus stops to the site are located along Langstone Road which runs along A3023 to the east of the site. These stops provide access to local bus services, No. 30 and No. 31, which link Hayling Island to the south with Havant town centre to the north. These services operate every 20 minutes providing access to the town and the local railway station. In the southbound direction there is a dedicated bus layby which is equipped with a flag and information panel. The northbound direction the bus stop also benefits from a shelter.

3.3.2 Slightly further away from the wider Park are stops on Park Road South. These stops can be accessed via an existing pedestrian/cycleway which crosses beneath the A27 Havant Bypass and the slip roads from the adjacent junction. These stops provide access to longer distance services including the Coastliner 700 services which runs between Havant and large nearby population centres including Portsmouth, Chichester and Bognor Regis.

3.3.3 The locations of the bus stops are shown on **DTA Drawing 20428-03** in **Appendix B**. The service summaries are shown in **Table 1** below.

Table 1 - Summary of Bus Services

		Frequency		
Service	Route	Mon-Fri	Sat	Sun
30/31	Havant - West Town - Beachlands - Eastoke - Mengham - Havant	Every 20/30mins	Every 20/30mins	Every 30mins
700 Coastliner	Portsmouth – Havant – Chichester – Bognor Regis	Every 20 mins	Every 20 mins	Every 30 mins

3.3.4 As demonstrated in **Table 1**, the bus services are regular providing a genuine alternative to short car trips hence sits in line with the NPPF (2018) drive towards sustainable travel to work methods.

3.3.5 The 2011 Census reports that circa 5% journey to work trips to Havant 014 MSOA were undertaken by bus. The site itself is well located in relation to existing bus services operating through the area. On the basis of the existing services and their proximity, no enhancements to local services are required.

3.4 Train Station

3.4.1 Havant train station is located approximately 1.0km walking distance to the north of the site which translates into an approximate walking/cycling time of circa 14 minutes. As set out in Section 3.2 the route on foot or by cycle is commodious.

3.4.2 The station has secure sheltered storage for 92 cycle spaces.

3.4.3 The ticket office is open from 05:40 – 19:55 weekdays. Information is available from staff between 05:00 - 22:30 weekdays. The station has a coffee shop, toilets on both platforms, and waiting rooms.

3.4.4 There is level access to main entrance and Platform 2 (for trains towards Portsmouth and Southampton). Entrance to Platform 1 (for trains towards Brighton and London) is via a 12m long ramp with a gradient 1:10. Access between platforms is via a footbridge with lifts, available when station is staffed (until 22:00).

3.4.5 There is an alternative step-free route between up-side and down-side entrances via a local authority footbridge with long ramps at 1:11-1:12 gradient on each side. Total round trip distance via ramps is 260m.

3.4.6 The station is at the junction of the West Coastway line and the Portsmouth Direct line. The station is operated by South Western Rail and provides regular services to and from local and national destinations. It has direct services to Portsmouth, London Waterloo, London Victoria via Gatwick airport, Brighton, and Southampton. Direct destinations are summarised in **Table 2** below.

Table 2 - Summary of Local Train Services

Destination	Journey Time	Frequency
Brighton	1 hour 5 minutes	Every 30 minutes
London Waterloo	1 hour 20 minutes	Every 10-30 minutes
London Victoria	1 hours 45 minutes	Every 10-30 minutes
Littlehampton	37 minutes	Hourly
Portsmouth Harbour	16 minutes	Every 10 minutes
Portsmouth and Southsea	12 minutes	Every 5-10 minutes
Fratton	8 minutes	Hourly

3.4.7 There is also a direct service to Great Malvern operated by Great Western Railway calling at Southampton, Bath, Bristol, Gloucester and Worcester.

3.4.8 The 2011 Census reports that circa 4% journey to work trips to Havant 014 MSOA were undertaken by rail. The rail services offer a genuine alternative to car trips.

3.5 Car & Cycle Parking

3.5.1 Havant Borough Council Parking Standards Policy Document (HBC SPD) adopts minimum cycle parking standards which are set out as follows:

- B1a Office: Long Stay: 1 stand per 150m². Short Stay: 1 stand per 500m².
- B1b/c/ B2 Industrial: Long stay: 1 stand per 250/350m². Short Stay: 1 stand per 500m².
- B8 Warehouse: Long Stay: 1 stand per 500m². Short stay: 1 stand per 1000 m².

3.5.2 The guidelines go on to say that long-stay cycle parking can also be based on the number of staff using the site and in this case, spaces should be provided at a ratio of 1 cycle stand per 8 staff. A schedule of the proposed cycle parking for units 1-12 is set out in **Table 3**. This has been calculated based on the B1c parking requirements as these are the highest. As shown on the site layout drawings the long stay cycle parking will be provided within secure covered locations within the car parking areas for each unit adjacent to the pedestrian access into the respective buildings. Visitor parking will be provided in a nearby location (generally immediately adjacent). These will be Sheffield stands and each stand will be able to take two bicycles (i.e. the overall capacity in terms of cycle parking will be double the number of stands.

Table 3 Proposed Cycle Parking

Unit	Area m²	Long stay		Short stay	
		SPD	Proposed	SPD	Proposed
Unit 1	562	2.2	3	1.1	2
Unit 2	411	1.6	2	0.8	1
Unit 3	482	1.9	2	1.0	1
Unit 4	415	1.7	2	0.8	1
Unit 5	805	3.2	3	1.6	2
Unit 6	1282	5.1	5	2.6	3
Unit 7	881	3.5	4	1.8	3
Unit 8	1068	4.3	4	2.1	2
Unit 9	1496	6.0	5	3.0	3
Unit 10	927	3.7	4	1.9	2
Unit 11	1713	6.9	7	3.4	4
Unit 12	2528	10.1	5	5.1	5
		50.2	46	25.2	29

3.5.3 Overall the cycle parking requirements will be met within the development.

3.5.4 Car parking reflects the flexibility sought in terms of the potential land uses.

3.5.5 Havant Borough Council Parking Standards Policy Document (HBC SPD) sets minimum standards as follows:

- B1a Office: 1 space per 30m²;
- B1b/c/B2 Light Industry and General Industry: 1 space per 45m²;
- B8 Warehouse/Distribution: 1 space per 90m².

3.5.6 A schedule of the proposed car parking spaces is set out in **Table 4** below. These have been calculated on the basis of the B1c parking requirements as these are the highest. In practice is likely that there will be a broader mixed of uses in line with the flexibility sought within the planning application.

Table 4 Proposed Car Parking

Unit	Area m²	Car parking	
		SPD	Proposed
Unit 1	562	12	12
Unit 2	411	9	8
Unit 3	486	11	11
Unit 4	415	9	8
Unit 5	805	18	21
Unit 6	1282	28	19
Unit 7	881	20	13
Unit 8	1068	24	19
Unit 9	1496	33	26
Unit 10	927	21	20
Unit 11	1713	38	41
Unit 12	2528	56	52
Unassigned		-	32
Substation parking		-	5
	12574	279	287

3.5.7 There is an unassigned element within a car park immediately to the north of Unit 1. These spaces provide flexibility to meet any shortfall in capacity within the site.

3.5.8 There is a requirement for 5% spaces to be accessible. As shown on the site plans the location of the accessible spaces are close to the pedestrian accesses to the associated buildings.

3.5.9 Overall the car parking requirements for the new development will be met such that there will be no displacement of demand onto access roads (other than where designated) or into adjacent areas.

3.5.10 The wider Park has been operational for a long period of time. The Park currently contains 1,854 parking spaces serving employment floorspace at a ratio of one space per 32m².

3.5.11 The new buildings will result in a loss of car parking that is currently available to users of the existing buildings. In total 941 spaces will be lost. The majority of these buildings will be retained and refurbished. To offset the spaces lost an additional 693 spaces will be provided such that there will be a total of 1,601 spaces maintaining the existing ratio of one space per 32m².

3.5.12 A comparison of the parking arrangement for the existing, refurbished and new units is shown in **Table 5**. Overall there will be a small change in parking on the site (circa 2% increase).

Table 5 Car Parking Summary

	Current	Proposed
Existing	1854	
Retained		913
Lost		(941)
Replacement		693
New		282
	1854	1888

3.5.13 There is existing long stay cycle parking within a dedicated cycle parking area which is located immediately to the north of the crèche. This is a secure covered location which is available to employees on the Park.

3.5.14 Additional cycle parking will be provided for Unit 1000. It is proposed to provide an additional 10 short stay stands adjacent to the new building entrance. It is proposed

to provide an additional 24 long stay stands within the northwest corner of the new car parking area in front of the unit.

3.5.15 Additional cycle parking will be provided for Unit 4000. It is proposed to provide an additional 9 short stay stands adjacent to the new building entrances. Long stay cycle parking requirements will be allocated within the existing cycle park as existing.

3.5.16 There are currently 8 car parking spaces equipped with Tesla superchargers. These will be retained.

4.0 TRAVEL PLAN OBJECTIVES AND TARGETS

4.1 Introduction

4.1.1 A Travel Plan is a living document that provides a strategy for managing travel demand involving a continuing process of monitoring and review. The underlying aim of any Travel Plan is to minimise the number of single occupancy vehicle trips generated by a development, business or organisation. This is achieved by encouraging a shift to more sustainable modes of transport and by reducing the need to travel.

4.1.2 This Travel Plan provides a framework for an occupier or occupiers to produce a Travel Plan once they are known, to fit in with the measures implemented by the developer. Whilst the Park is currently operating below full capacity, existing travel patterns are discernible from the 2011 census. The redevelopment proposals will effect travel pattern changes which will only be evident following occupation. However, the Travel Plan should strive to achieve an ongoing reduction in car borne staff trips to/from the new units over a 5-year period.

4.1.3 The occupiers will be required to break down the underlying target reduction into specific modal shift targets. This will be done through a combination of a survey of staff travel habits and an evaluation of the existing travel infrastructure in the vicinity of the site. Since the implementation of a Travel Plan is related to the redevelopment, these surveys would take place within 6 months of occupation.

4.1.4 The following sections detail the developer and occupier objectives and targets for the proposed site. In summary, the key role of the developer is to ensure that the key sustainable transport infrastructure is implemented prior to occupation and provide this framework to guide occupiers in producing a Travel Plan that fits in with the vision for the site. The occupiers will be responsible for encouraging, monitoring and reviewing sustainable travel initiatives as defined through the detailed Travel Plan.

4.2 Developer Objectives

4.2.1 To ensure the potential for access by sustainable travel modes, the developer, through close liaison with the Local Authority, should ensure that the appropriate infrastructure is implemented prior to occupation.

4.2.2 Key developer objectives are defined as follows:

- To provide the necessary transport and building infrastructure required for the detailed Travel Plan to be effective;
- To enable efficient access to the development by a number of alternative modes of transport; and
- To provide an attractive, secure environment for pedestrians, cyclists and public transport users.

4.2.3 **Table 6** summarises the preliminary design features aimed to give priority to those arriving by sustainable modes to the proposed developments. Further consideration will be given to the requirements of those arriving by sustainable means at the more detailed design stage.

Table 6 Design Features

Preliminary Design Feature	Description
Pedestrian Access	Pedestrian footways are provided on the local road network. The internal site layout will facilitate direct routes for pedestrian access. Staff entrances will be conveniently reached from the footways.
Cycle Parking	Cycle Parking for the new units will be provided in line with Guidance on Parking Standards issued by Hampshire County Council on the full application site. The cycle stands will be covered and secure. Elsewhere, enhancements will be made to the cycle parking.

4.3 Occupier Objectives

4.3.1 The occupier will encourage employees to travel by more sustainable modes than the private car through the implementation of Travel Plan initiatives (see **Table 6**).

4.3.2 The Travel Plan will seek to:

- Promote the health, wealth and environmental benefits of cycling, walking and using public transport;
- Provide clear information to all employees and visitors on the alternative modes of travel to and from site;
- Enhance the safety and security of people travelling to and from site;
- Effectively manage the demand for staff car parking; and where possible
- Reduce the need to travel during peak hours

5.0 TRAVEL PLAN CONTENT

5.1 Introduction

5.1.1 This section sets out the framework for the occupier to produce the Travel Plan. It sets out what will be required and also provides a selection of potential initiatives, a Travel Plan "toolkit" that could be used to achieve the objectives set out earlier. The list of measures is not exhaustive and is only intended to act as a guide. Occupiers may find that through operating the Travel Plan they find their own unique ways of minimising the impact of transport by their organisation.

5.2 Travel Plan Co-ordinator

5.2.1 To implement the Travel Plan Framework, a Travel Plan Co-ordinator (TPC) will be appointed by each operator. Where appropriate within the occupier's Travel Plan the Co-ordinator will be responsible for:

- Explaining and Marketing the Travel Plan;
- Produce all questionnaires, promotional and informative material;
- Setting up the Staff Travel Database;
- Setting up the Car Share database;
- Setting up Specific User Group meetings;
- Lobbying for any desired public transport service changes;
- Getting the annual survey analysed and presenting the results externally;
- Implementing promotional days.

5.2.2 The Co-ordinator will be appointed to provide the necessary resource for a minimum of 5 years. Once this is achieved, the position will be reviewed with the appropriate person recruited to administer the plan in the longer term.

5.2.3 The Travel Plan Co-ordinator will be allocated an annual budget for the implementation of the Plan. The name and contact details of each Travel Plan Co-ordinator will be provided to the Hampshire County Council.

5.2.4 In addition to individual TPC as appointed by each operator, there will be a Site Wide TPC role. This Site Wide TPC will be appointed by the Developer prior to commencement of the new development units to ensure that the Individual Travel Plans are prepared and to oversee the Travel Plan process including ongoing liaison with HCC.

5.3 Travel Plan Implementation

5.3.1 Where appropriate within the occupier's Travel Plan, the individual company responsibilities will be:

- Marketing the Plan to their employees and distributing the promotional material (ongoing);
- Ensuring questionnaires are completed and returned for analysis;
- Providing flexible employee benefits to encourage non-private car travel; and
- Guaranteed ride home in an emergency where alternative transport modes are not available.

5.4 General Promotion

5.4.1 Below is a list of initiatives specific to each travel mode. As well as these the Travel Plan should raise awareness of the environmental and health problems connected with transport. To promote "greener" travel choices for all journeys, not just work-related travel. **Table 7** summarises a tool kit of measures which may be adopted by the TPC.

Table 7 Travel Plan Tool Kit

Potential Travel Plan Initiatives	Responsibility
Walking (best suited to journeys under 2 miles)	
For the new build elements, provide cloakroom facilities within the building with drying and storage locker facilities.	Under agreement between developer and occupier, such facilities could be included within building design. For speculative builds developer to provide.
Provision of pedestrian linkages through the site as set out within the Transport Assessment. These will link between the new buildings and the existing internal network of routes within the established site and provide improvements to existing routes where required.	Developer
Produce a map illustrating safe walking routes to common destinations. Include reference to crossing points and public transport facilities.	Occupier to provide through TPC
Keep a store of pool umbrellas on site for use by staff who walk to/from walk or for walking journeys during the day.	
Provide staff with personal attack alarms.	
Raise awareness of health benefits of walking. Through posters, leaflets and/or events.	
Offer a guaranteed ride home to alleviate staff concerns of being stranded at work in the event of unforeseen circumstances.	
Arrange events to promote walking, such as a walk to work day.	
Time allowance to change.	
Promotion of free health apps	
Cycling (best suited to journeys under 5 miles)	
For the new build elements, provide safe, secure and fully weatherproof cycle storage.	Under agreement between developer and occupier, such facilities should be included within site design. For speculative builds developer to provide.
For the new build elements, provide changing rooms/areas within the building.	Under agreement between developer and occupier, such facilities should be included within building design. For speculative builds developer to provide.
Provide lockers for cyclist safety gear	Occupier to provide through TPC
Raise awareness of health benefits of cycling through continual publicity.	
Provide cycle route maps	

Keep a supply of basic cycle maintenance equipment on site e.g. pump, puncture repair kit, tools etc.	
Offer a guaranteed ride home to alleviate staff concerns of being stranded at work in the event of unforeseen circumstances.	
Establish a bicycle user group (BUG) & bike buddy scheme.	
Employers to consider the provision of interest free loans for the purchase of bicycles	
Liaise with local cycle shops to organise discounts and offers	
Cycle to work scheme	
Mileage allowance for cycle use	
Arrange events to promote cycling to work such as "biker's breakfasts". Possibly correspond with national events such as "bike week" & "bike2work" in June.	
Arrange adult cycle training sessions.	

Public Transport	
Disseminate up-to-date public transport information on site. Including routes, timetables and fares for local services.	Occupier to provide through TPC
Promote benefits of public transport, savings etc	
Consider the provision of interest free loans for the purchase of season tickets	
Arrange with local transport operators to buy tickets in bulk at a discount and sell on to staff on site.	
Liaise with local operators for improved services to site.	

Car Sharing (provides a sustainable alternative when the car is the only option)	
Establish a car sharing scheme to match employees with others living in a similar area or travelling the same route.	Occupier to provide through TPC
Provide a guaranteed ride home scheme for car sharers in the event of unforeseen circumstances.	
Allocate priority parking to car sharers	
Devise a protocol/guidelines for car sharers to follow.	

6.0 MONITORING AND AUDIT

6.1 Staff and Visitor Surveys

6.1.1 Whilst the proposals reflect a redevelopment of the Park, the site is currently occupied. Travel patterns have been obtained from the most recent travel to work Census 2011 data. This is directly applicable for staff at the site. The existing modal shares from the census data (E00116635) within Middle Super Output Area Havant 014 have been used to project the baseline and projected modal split that could be achieved over the first 5-year period from completion of the redevelopment. In this case a 10% reduction in the number of single occupancy vehicles over 5-years is considered realistic. These baseline and modal shifts from years 1 to 5 are summarised in **Table 8** below.

Table 8 Targeted Modal Shares (Based on Census 2011 Data from E00116635)

Mode of Transport	Baseline Modal Split (%)	Year 1 (%)	Year 3 (%)	Year 5 (%)
Car Driver	71.1	69.5	66.3	63.1
Car Passenger	7.8	8.2	9.0	9.8
Single Occupancy Vehicles	*63.3*	*61.3*	*57.3*	*53.3*
Bus	4.5	5.0	6.0	7.0
Train	4.8	5.0	5.4	5.8
Walk	4.7	4.9	5.3	5.7
Cycle	4.4	4.7	5.3	5.9
Taxi	0.4	0.4	0.4	0.4
Motorcycle	1.5	1.5	1.5	1.5
Other	0.2	0.2	0.2	0.2
TOTAL	100	100	100	100

6.1.2 To achieve these targets it is proposed to:

- Increase the proposed of car share mode share by 2%. As set out in **Table 7** this will be by promotion of car sharing
- Increase the proportion of cyclists by 1%. As set out in **Table 7** this will be supported by promotion of the benefits of cycling and ensuring that appropriate cycle parking is provided within the development.

- Increase the proportion of pedestrians by 1%. As set out in **Table 7** this will be supported by promotion of the benefits of walking.

- Increase the proportion of public transport users by 3.5%. As set out in **Table 7** this will be supported by promotion of the benefits of bus and rail services including discounted tickets.

6.1.3 Staff and visitor surveys will be undertaken upon occupation of the new units on site in order to determine the actual baseline modal shift. The survey data gathered from this will provide a base for monitoring of the suggested modal split targets (**Table 8**) and allow the above targeted modal split to be adjusted accordingly.

6.1.4 It is proposed that the initial survey should not be undertaken any earlier than 6 months after first occupation of the new units to ensure that travel patterns are established. As a consequence, it will take some time for the whole Park to be included. The surveys will target a minimum response rate of 35%. The surveys will be advertised on staff noticeboards, and/or via an item on staff meeting agendas, with consideration given to prize draws for those who complete the survey. A draft example of a staff survey is attached at **Appendix C.** An example visitor survey has also been provided at **Appendix D**.

6.1.5 Further to this initial survey, further surveys will be undertaken in years 3 and 5. In the intervening years snapshot surveys will be undertaken. **Table 9** summarises individual Travel Plan targets and their individual performance indicators.

- Level of usage of cycle/motorcycle stands to determine demand
- Feedback from bus operators to establish demand for local bus services
- Other feedback e.g. comments received by the Travel Plan Co-ordinator
- Survey of a sample number of staff to record the modal shift of people driving alone, people car sharing, using public transport, people cycling and walking.

6.1.6 The results of the surveys will be analysed and reported to Hampshire County Council within three months of the survey being undertaken. The Performance of the Plan in

meeting individual targets will be assessed as indicated in **Table 9.** The survey results will be compared against the baseline and previous years' survey results and used to assess whether targets have been met.

Table 9 Targets and Their Performance Indicators

Target	Performance Indicator
Public transport modal share.	Annual survey modal share. Feedback from operators/users.
Cycle / motorcycle modal share.	Annual survey modal share. Usage of cycle stands.
Walking modal share.	Annual survey modal share.
Car-Sharing modal share and solo occupancy cars	Annual survey modal share. Car-share database matching.

6.2 Securing the Travel Plan

6.2.1 As part of the S106 Agreement a Travel Plan monitoring fee is sought by HCC. A Travel Plan Bond shall be in place and maintained throughout the full 5 year lifetime of the Travel Plan.

6.3 Plan Performance Audits

6.3.1 The results will be reported within three months of the survey date to the Council. The report should take the following format:

Chapter 1 – Introduction and Background. This will detail the site to which the report relates and provide details of occupier, name, date of occupation, number of staff employed, working hours, number of parking spaces etc.

Chapter 2 – Results of Surveys. This section will detail the results of the surveys that have been undertaken against the indicators set out above. It will include details of current travel situation and target levels. The original data from the surveys will be included as an appendix.

Chapter 3 – Initiatives Undertaken. This will provide details of the work and initiatives undertaken over the previous 12 months, with supporting evidence as necessary.

Chapter 4 – Problems and Issues. This section will detail any problems encountered in implementing the Travel Plan and any issues which remain unresolved or require progress in future.

Chapter 5 – Specific Measures from Travel Plan. This section will detail how all measures from the travel plan have been implemented in terms of infrastructure, policy and promotion of each specific travel mode and strategy (walking, cycling public transport, car sharing, general measures, working practises, etc). This will include evidence of how each measure has been implemented and a completed checklist of measures agreed at the planning application stage.

Chapter 6 – Summary. This will set out whether the Travel Plan is on track to meet targets and if not why not.

Chapter 7 – The Plan for the next 12 months. This will include any specific outcomes and desired results and any additions to the Travel Plan.

6.3.2 The recommendations of the review shall be implemented as soon as possible (as appropriate dependant on type of measures). Should any meetings between the parties be necessary to discuss the contents of the submissions then these shall be raised in accordance with the above highlighted timescales.

6.3.3 Discussions will be held as to how any failed targets might be better achieved. Through consultation with the Council, the Plan and its targets will be readdressed annually. It may be, for example, that the targets are made less ambitious on one mode, while tightened up on another to compensate. Through agreement with the Council, the Co-ordinator will join and attend local community forums if required.

7.0 ACTION PLAN

7.1.1 The Action Plan for the site is set out in the **Table 10 and 11** below.

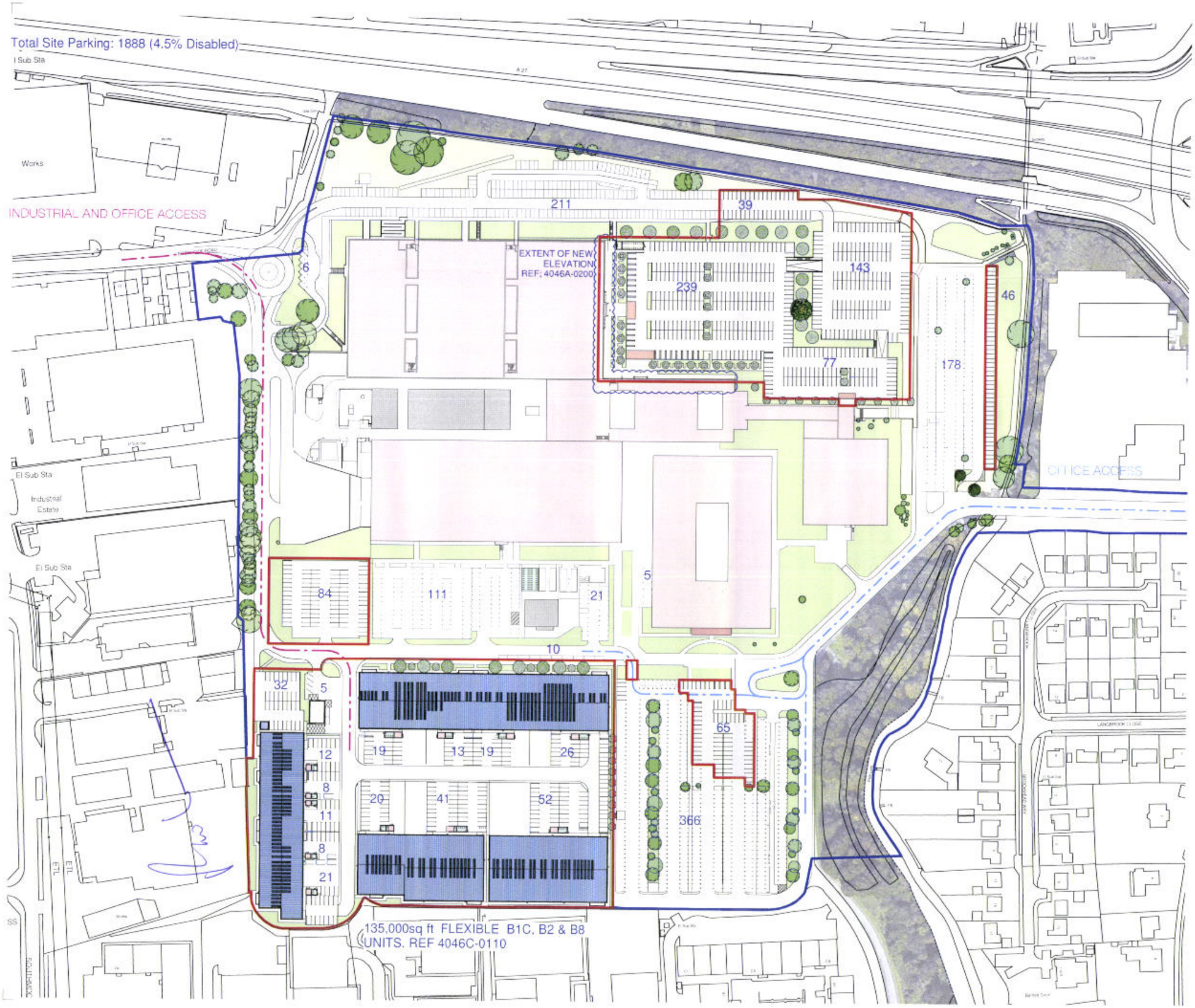
Table 10 Action Plan

Years	Travel Plan Measures	Cost from	Timeframe	Approx. Budget
Years 1 -5	**Marketing and Travel Plan Co-ordinators**			
	Appoint a Site Wide Travel Plan Coordinator	Developer	Prior to Occupation of full application site	£0 Cost borne at source with appointment of management company
	Independent monitoring	(expenses to TPC)	Ongoing	£2,500
	Marketing and Promotion, incl. walking and cycling maps, info on public transport, info on events, bicycle user groups, health benefits etc	(expenses to TPC)	Short term / Ongoing	£3,500
	Cycling			
	Cycle Parking	Developer		Provided as part of development infrastructure No cost
	Cloakroom facilities, lockers and changing rooms	Developer		Provided as part of development infrastructure No cost
Years 1 – 5 Total				£6,000

Table 11 Action Plan

Years	Travel Plan Measures	Cost from	Timeframe	Approx. Budget Total per unit
Years 1 -5	**Marketing and Travel Plan Co-ordinators**			
	Appoint Individual Occupier Travel Plan Coordinators	Undertaken within an existing work role	Prior to Occupation of individual new units.	£0
	Marketing and Promotion, incl. incentives for car sharing, public transport use and cycling	Individual Occupiers	Short term / Ongoing	£2,000
	Holding events and focus group meetings to inform staff of sustainable travel alternatives	Individual Occupiers	Ongoing	No cost
	Creating user groups and staff forums	Individual Occupiers	Ongoing	No cost
	Walking			
	Pool umbrellas	Individual Occupiers	At outset	£30
	Cycling			
	Basic cycle maintenance equipment (e.g. pumps)	Individual Occupiers	At outset	£20
	Public Transport			
	Car sharing/ Car clubs	Individual Occupiers	Long term	Within TPC role
	Reducing Car Use/ Reducing the Need to Travel			
	Development of personalised journey planning	Individual Occupiers	Long term/Ongoing	Within TPC role
	Reducing the need to travel through flexible working practice: teleworking and home working	Individual Occupiers	Long term/Ongoing	No cost
Years 1 – 5 Total per unit				12 units@£2,050 =£24,600 (Total)

Appendix A – Site Masterplan



Notes

This drawing may be scaled for the purposes of Planning Applications, Land Registry and for Legal plans where the scale bar is used, and where it verifies that the drawing is an original or an accurate copy. It may not be scaled for construction purposes.
Always refer to figured dimensions. All dimensions are to be checked on site. Discrepancies and/or ambiguities between this drawing and information given elsewhere must be reported immediately to this office for clarification before proceeding. All drawings are to be read in conjunction with the specification and all works to be carried out in accordance with latest British Standards / Codes of Practice.

37/2097

Rev	Date	Int	Notes	Chkd
G	26.06.19	CJ	Industrial area and landscape coordinated.	

North

20 0 20 40 60 80 100

SCALE 1:2000 m

Client

Drawing Originator

AWW inspired environments
London - 106 Weston Street London SE1 3QB 020 7160 6000
Bristol - Rivergate House, Bristol, BS1 6LS 0117 923 2535
Plymouth - East Quay House, Plymouth, PL4 0HX 01752 261 282
RIBA Chartered Practice www.aww-uk.com

Project Title

Langstone Technology Park

Drawing Title

Proposed Layout Plan Opt 02

Scale	Sheet	Drawn	Checked	Date
1 : 2000	A3	CJ	IJ	19.03.19

Status	Project No.	
PLANNING	4046	
Drawing Reference	Drawing No.	Revision
	0152	G

Appendix B – Walking, Cycling and Bus stop plans



Existing all weather surfaced and lit public pedestrian route along the northern boundary

Existing all weather surfaced and lit public pedestrian route through underpass and alongside the superstore

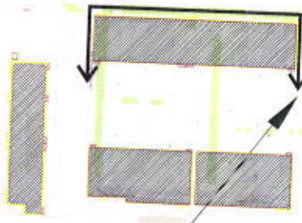
Additional section of footway along north of car park area

Footpath 51 run alongside the brook. This path was recently improved with widening and unbound surfacing. Parallel routes are available through the Site



Principal all-weather surfaced and lit pedestrian route through the Site direct and related to the proposed development and associated travel demands

37/2097



Amended route alignment to provide access to the eastern side of employment units

[redacted]

Recently improved shared use path along Langstone Road



Footpath 51 runs through a wooded area. Path on this section is unsurfaced. This section does not lie on any desireline for the development and is not related



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REV	DESCRIPTION	DRAWN	INITIALS	DATE

DRAWING STATUS	CHECKED BY	DATE

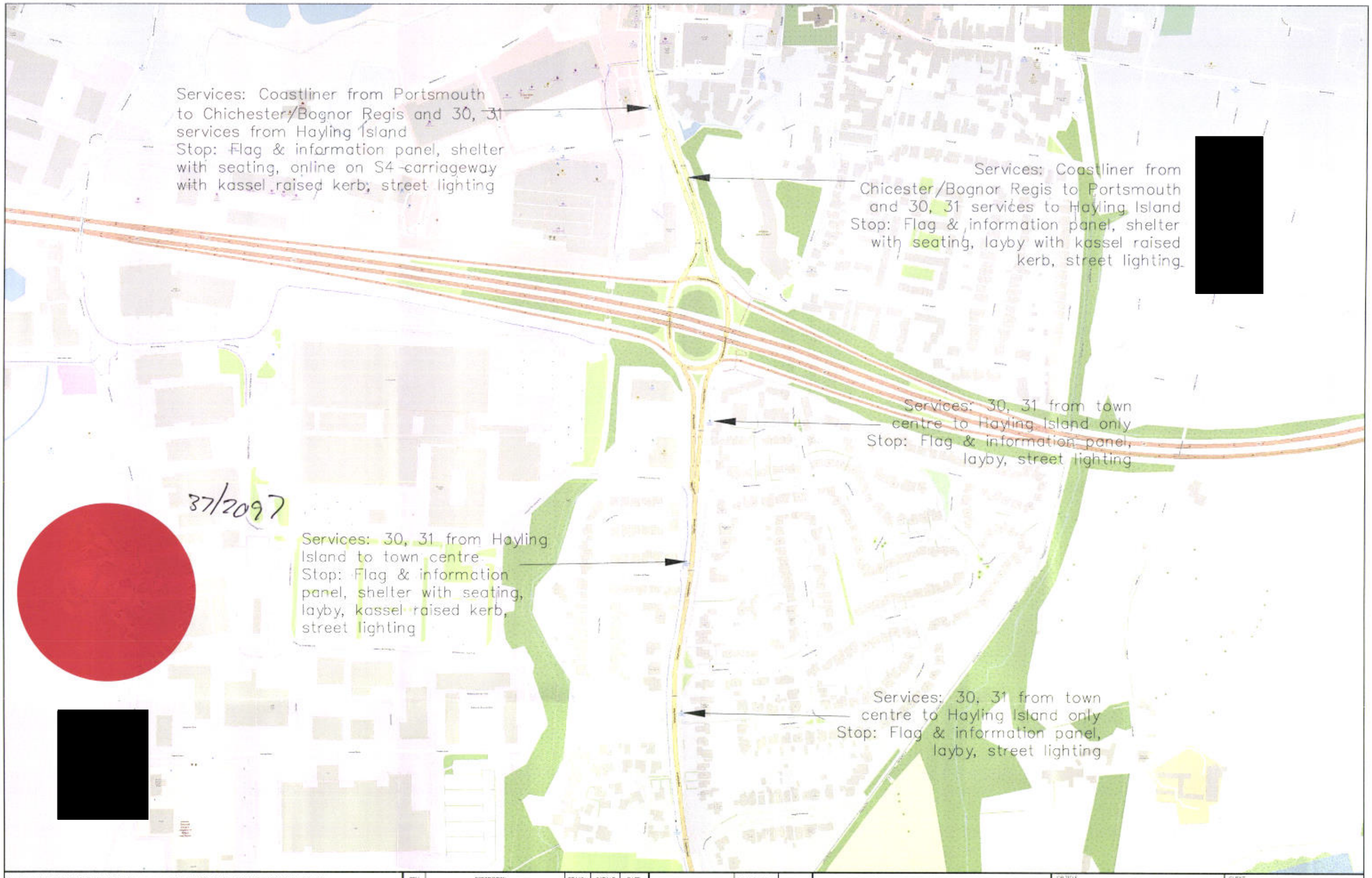
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Fax: +44(0)1564 792683
www.dtatransportation.co.uk

JOB TITLE	CLIENT
LANGSTONE TECHNOLOGY PARK	LANGSTONE BV & TRINITY IN

DRAWING TITLE

WALKING AND CYCLING ROUTES

SCALE	DRAWN BY	DATE	DRAWING No	REVISION
1:10000@A1	RM	04/10/19	20428-04	B



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REV	DESCRIPTION	DRAWN	INITIALS	DATE

DRAWING STATUS	CHECKED BY	DATE

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JOB TITLE	CLIENT
LANGSTONE TECHNOLOGY PARK	LANGSTONE BV & TRINITY IM

DRAWING TITLE
REVIEW OF LOCAL BUS STOP PROVISION

SCALE	DRAWN BY	DATE	DRAWING No	REVISION
1:10000@A1	RJM	07/10/19	20428-03	

Appendix C – Staff survey

General information

1. Home postcode.....

2. Do you have a disability which affects your travel arrangements?
   - ❑ Yes
   - ❑ No

3. What time do you usually arrive at work?
   - ❑ 7.00 – 7.30 am
   - ❑ 7.30 – 8.00 am
   - ❑ 8.00 – 8.30 am
   - ❑ 8.30 – 9.00 am
   - ❑ 9.00 – 9.30 am
   - ❑ 10.00 – 10.30am
   - ❑ Other (please specify).....

   .....

4. What time do you usually leave for home?
   - ❑ 11.00 – 12.00 pm
   - ❑ 12.00 – 1.00 pm
   - ❑ 1.00 – 2.00 pm
   - ❑ 2.00 – 3.00 pm
   - ❑ 3.00 – 4.00 pm
   - ❑ 4.00 – 5.00 pm
   - ❑ 5.00 – 6.00 pm
   - ❑ 6.00 – 7.00 pm
   - ❑ 7.00 – 8.00 pm
   - ❑ 8.00 – 9.00 pm

   Other (please specify)

   .....

5. Do you work:
   - ❑ Part time
   - ❑ Full time

   Other (please specify)

General travel information

6. How do you usually travel to work?
   - ❑ Car (on your own)
   - ❑ Car (with others)
   - ❑ Bus
   - ❑ Train
   - ❑ Motorbike
   - ❑ Walk
   - ❑ Cycle
   - ❑ Taxi

7. Why do you choose to travel in this way? (tick all that apply)
   - ❑ Convenience
   - ❑ Cost
   - ❑ Health reasons
   - ❑ Alternative not available
   - ❑ Need to for work purposes
   - ❑ Other (please specify).....

   .....

8. Do you ever use a different mode of transport?
   - ❑ Yes
   - ❑ No

   If yes, how
   - ❑ Car (on your own)
   - ❑ Car (with others)
   - ❑ Bus
   - ❑ Train
   - ❑ Motorbike
   - ❑ Walk
   - ❑ Cycle
   - ❑ Taxi

   .....

9. How would you *prefer* to travel to work? (please tick only one)

- ❑ Car (on your own)
- ❑ Car (with others)
- ❑ Bus
- ❑ Train
- ❑ Motorbike
- ❑ Walk
- ❑ Cycle
- ❑ Taxi

10. Do you ever work from home?

- ❑ Yes
- ❑ No

11. If so, how often?

- ❑ more than once a week
- ❑ Once a week
- ❑ Once a fortnight
- ❑ Once a month
- ❑ Occasionally

12. How far do you travel to work?

- ❑ Less than one mile
- ❑ 1 – 2 miles
- ❑ 2 – 5 miles
- ❑ 6 – 10 miles
- ❑ 11 – 25 miles
- ❑ 26 miles or more

Please specify.....
.....

13. How would you get to work if your car broke down or it was being serviced?

- ❑ Car (with others)
- ❑ Bus
- ❑ Train
- ❑ Motorbike
- ❑ Walk
- ❑ Cycle
- ❑ Taxi
- ❑ Other (please specify).....

.....

14. What are your main reasons for driving to work (tick no more than 3)?

- ❑ Drop/collect a child off at school on the way
- ❑ Need car for other activities after work eg shopping, gym
- ❑ Distance from home too great to walk or cycle
- ❑ Need the car for work during the day
- ❑ No one to car share with
- ❑ No public transport or it would take too long
- ❑ Personal safety
- ❑ Car needed because of health (eg physical disability
- ❑ Cheaper than public transport
- ❑ More reliable than public transport
- ❑ Other (please specify):

15. Would you be prepared to car share?

- ❑ Yes
- ❑ No
- ❑ Already do

16. Are you prepared to pay for parking?

- ❑ Yes
- ❑ No

If yes, how much? .....per day

17. How long does your journey generally take you?

- ❑ Less than 15 minutes
- ❑ 16 – 30 minutes
- ❑ 30 – 45 minutes
- ❑ 45 – 60 minutes
- ❑ Over an hour

18. Are you aware that this Organisation has a Travel Plan?

- ❑ Yes
- ❑ No

19. On average how often do you use your car alone for work purposes?

- ❑ Less than once a month
- ❑ One day per week or less
- ❑ At least 2 days per week
- ❑ At least 4 days per week

How many miles for work purposes do you travel on average per month? ..... miles

Car Driving specific information

If you do not regularly drive to work, please go directly to Question 20

20. Do you use any other transport for work travel?

- ❑ Passenger in car/van or car sharing
- ❑ Taxi
- ❑ Train
- ❑ Bus
- ❑ Pool vehicle
- ❑ Bicycle
- ❑ Motor cycle
- ❑ Other, (please specify).....

Other travel ideas

21. Below is a list of other possible ideas that could be implemented in your workplace to reduce the number of journeys made commuting to and from work, and for work during the day.

Please tick one box in each row to indicate how useful you find each idea.

	Very Useful	Fairly Useful	Not very Useful	Not at all Useful
Car Share Scheme	☐	☐	☐	☐
Flexitime (one day off per month for over time hours worked)	☐	☐	☐	☐
Lease or loan system for bicycles	☐	☐	☐	☐
Cheaper bicycles (company discount)	☐	☐	☐	☐
Use of taxi to train station (for business journeys)	☐	☐	☐	☐
Lease or loan to convert car to alternative fuel	☐	☐	☐	☐
Car parking charges	☐	☐	☐	☐
Discounted bus/train travel	☐	☐	☐	☐
Extra holidays for those not driving to work	☐	☐	☐	☐
Showers	☐	☐	☐	☐
Lockers	☐	☐	☐	☐
Cycle stands	☐	☐	☐	☐
Cycle and pedestrian paths	☐	☐	☐	☐
Personalised journey planners	☐	☐	☐	☐

If you think personalised journey planners would be very or fairly useful and would like to receive information, please enter your contact details below.

Name .....

.....

Address .....

.....

.....

.....

.....

.....

Other incentives (please specify)

.....

.....

.....

.....

.....

.....

Other comments, suggestions and ideas:

.....

.....

.....

.....

.....

.....

Appendix D – Visitor survey

General information

1. Home postcode.....

2. Do you have a disability which affects your travel arrangements?

- ❑ Yes
- ❑ No

3. How regularly do you visit the site?

- ❑ Everyday
- ❑ Weekly0 am
- ❑ Fortnightly
- ❑ Monthly
- ❑ Occasionally

Other (please specify).....
.....

4. What time of day do you usually visit the site?

- ❑ Morning 07:00-11:00
- ❑ Afternoon 11:00-16:00
- ❑ Evening 16:00-20:00

Other (please specify) .....
.....

5. How do you usually travel to the site?

- ❑ Car (on your own)
- ❑ Car (with others)
- ❑ Bus
- ❑ Train
- ❑ Motorbike
- ❑ Walk
- ❑ Cycle
- ❑ Taxi

Other (please specify) .....
.....

10. How long does the journey to the site take you?

- ❑ Less than 15 minutes
- ❑ 16 – 30 minutes
- ❑ 30 – 45 minutes
- ❑ 45 – 60 minutes
- ❑ Over an hour

General travel information

7. Why do you choose to travel in this way? (tick all that apply)

- ❑ Convenience
- ❑ Cost
- ❑ Health reasons
- ❑ Alternative not available
- ❑ Need to for work purposes
- ❑ Other (please specify).....
.....

7. Do you ever use a different mode of transport?

- ❑ Yes
- ❑ No

If yes, how

- ❑ Car (on your own)
- ❑ Car (with others)
- ❑ Bus
- ❑ Train
- ❑ Motorbike
- ❑ Walk
- ❑ Cycle
- ❑ Taxi

Other (please specify) .....
.....

8. How would you *prefer* to travel to the site? (please tick only one)

- ❑ Car (on your own)
- ❑ Car (with others)
- ❑ Bus
- ❑ Train
- ❑ Motorbike
- ❑ Walk
- ❑ Cycle
- ❑ Taxi

9. How far have you travelled to the site today?

- ❑ Less than one mile
- ❑ 1 – 2 miles
- ❑ 2 – 5 miles
- ❑ 6 – 10 miles
- ❑ 11 – 25 miles
- ❑ 26 miles or more

Please specify.....
.....

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Fax: +44(0)1564 793983
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www.dtatransportation.co.uk

APPENDIX TWO

DRAFT PLANNING PERMISSION

Havant
BOROUGH COUNCIL

Public Service Plaza
Civic Centre Road
Havant
Hampshire PO9 2AX

T 023 9247 4174
F 023 9249 8031

www.havant.gov.uk

Mr H Asson
Rapleys LLP
33 Jermyn Street
London
SW1Y 6DN

For: A.G Langstone BV and Trinity Investment Management

The Town and Country Planning (Development Management Procedure) (England) Order 2015
Grant of Planning Permission

Application Number: APP/19/00703
Site Address: Langstone Technology Park, 2B Langstone Road, Havant, PO9 1SA
Proposal: Part-demolition of Building 1000 and associated works; the erection of new flexible use industrial units; and a new parking layout with associated works to layout and access and felling of two trees subject to a Tree Preservation Order (Norway Maples).

Further to your application received on 11 July 2019, which was valid from 02 August 2019 Havant Borough Council, as Local Planning Authority **Grants Planning Permission** for the above proposal in accordance with the submitted plans and particulars as detailed below.

This permission is subject to compliance with:

(i) The plans and other documents submitted with regard to your application; and

(ii) The following conditions:

Conditions:

1 The development must be begun not later than three years beginning with the date of this permission.
Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.

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

Plans

Site Location Plan Drawing No.0100 Rev C
Site Plan Drawing No. 0110 Rev F
Site Plan with Footpaths Drawing No. 0111 Rev A
Proposed Layout Plan Opt 02 Drawing No.0152 Rev N
Car Park Layouts Sheet 1 Drawing No. 0155 Rev E
Car Park Layouts Sheet 2 Drawing No. 0156 Rev E

Parking Access and Management Drawing No. 0158 Rev A
Proposed Ground Floor Plan (B1000) Drawing No. 4046A 200 Rev F
Units 01-05 Floor Plans Drawing No. 4046C 0200 Rev D
Units 01-05 Elevations and Typical Section Drawing No. 0205 Rev E
Units 06-09 Floor Plans Drawing No. 0210 Rev F
Units 06-09 Roof Plan Drawing No. 0211 Rev E
Units 06-09 Elevations and Typical Section Drawing No. 0215 Rev D
Units 10-12 Floor Plans Drawing No. 0220 Rev F
Units 10-12 Roof Plan Drawing No. 0221 Rev D
Units 10-12 Elevations and Typical Section Drawing No. 0225 Rev D
Sit Section and Elevation Analysis Drawing No. 0230
Proposed Elevations Drawing No. 300 Rev A
Drainage Strategy General Arrangement Sheet 1 of 2 Drawing No. 4400 Rev P1
Drainage Strategy General Arrangement Sheet 2 of 2 Drawing No. 4401 Rev P1
Summary of Existing Surface Water Drainage for Proposed Development Areas Drawing No. 4600 Rev P1
100 Year Modelled Flood Levels – Created 16 September 2019
Indicative Drainage Details Sheet 1 of 2 Drawing No. 400410 Rev P1
Indicative Drainage Details Sheet 2 of 2 Drawing No. 400411 Rev P1

Documents
Design and Access Statement July 2019
Design and Access Statement Addendum October 2019
Planning Statement Ref 18-02501 dated 5 July 2019
Transport Assessment 20428-04c 3rd July 2019
Framework Travel Plan SKP/20428-05e Framework TP 11th December 2019
Response to Consultees on transport and highways matters 23rd October 2019 RJM/20428-06e Response
Further Response to Hampshire County Council re Highways Matters 20428-07b 4th March 2020
Non Technical Summary (Highways) 20428-08a 7th April 2020
Phase 1 Habitat and Species Survey Project No P3133 Rev 01 28th June 2019
Bat Emergence Survey Report Project No.: P3133 28th June 2019
Biodiversity Enhancement Plan Project No: P3133 Rev 1 dated 22nd October 2019
Heritage Impact Assessment Ref: edp5537_r002b June 2019
Preliminary Geo-Environmental Risk Assessment Project No. 19-0687.01 Issue No. 2 July 2019
Flood Risk Assessment and SUDS Strategy Ref 8/1982 Rev C 2nd July 2019
Drainage and Flood Risk Assessment Parts 2, 3 and 4
Clancy Consulting Letter Ref. 8/1982/LLFA dated 23rd September 2019
Clancy Consulting Letter Ref. 9/1982/FLOOD2 dated 7th October 2019
Clancy Consulting Letter Ref. 8/1982/FLOOD dated 29th August 2019
Calculation Package and Design Philosophy for Drainage Ref: 8/1982 Rev B 25th October 2019
Manhole Schedule Area 1 Drawing No. 4415 Rev P1
Manhole Schedule Area 2 Drawing No..4416 Rev P1
Manhole Schedule Area 3 Drawing No. 4417 Rev P1
Manhole Schedule Area 4 Drawing No. 4418 Rev P1
BREEAM Pre-assessment (New Industrial) Ref: 5549-CBC-RGV-RP-Z-001-P02 Rev 2 26th June 2019
BREEAM Pre-Assessment (Building B1000) Ref: 5548-CBC-RGV-RP-Z-002-P02 Rev. 2 26th June 2019
BREEAM Rating Doc Ref. 5549 Design note – BREEAM rating Rev 2 23rd October 2019
Air Quality Assessment Ref AQ107578R1 October 2019
Acoustic Report – Preliminary Planning Compliance Review Report 18980.PPCR.01 Rev D

Arboricultural Method Statement Ref. 1087.bjh.Sept19
Tree Removal Note 2nd August 2019
Tree Protection Plans
Tree Constraints Plans
Rapleys Letter Ref HJOA/18-02501 (Parking/Access and Protected Trees etc) 19th December 2019

The Following were considered in relation to the application:
Industrial Park Signboard Drawing No. SK (Signage likely to require Advertisement Consent)
Artistic Impression Drawing No. 301
Marketing Strategy Report Area 1, 2 and 3 Building 1000 Ref.ANH/cec
Reason: - To ensure provision of a satisfactory development.

3 No development shall take place until plans and particulars setting out a phased programme for implementation of the development have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be carried out in accordance with the approved phasing programme unless an alternative is first agreed in writing with the Local Planning Authority.
Reason: To ensure adequate parking is provided on site in advance of the first use of the proposed new flexible use industrial units and that adequate foul drainage capacity is available having due regard to policies CS15 and DM14 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

4 No development shall take place on a phase of the development until details of existing and finished floor and site levels relative to previously agreed off-site datum point(s) for that phase have been submitted to and approved in writing by the Local Planning Authority. The development shall be undertaken in accordance with the approved details.
Reason: To ensure that the development has an acceptable impact on the character and appearance of the area having due regard to policies CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

5 No development shall take place on a phase of the development until all trees that are to be retained within or adjacent to the part of the site subject to that phase have been enclosed with temporary protective fencing in accordance with BS:5837:2012 'Trees in relation to design, demolition and construction. Recommendations'. The fencing shall be retained throughout the period of works relative to that phase and no activity prohibited by BS:5837:2012 shall take place within such protective fencing during the construction period.
Reason: To safeguard the continued health and presence of such existing vegetation and protect the amenities of the locality and having due regard to policies CS11 and CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

6 No development shall take place on a phase of the development until plans and particulars specifying the following matters relative to that phase have been submitted to and approved in writing by the Local Planning Authority (in consultation with Hampshire County Council Highways Authority):

(i) A Construction Traffic Management Plan. This shall include construction traffic routes and their management and control, parking and turning provision to be made on site, measures to prevent mud being deposited on the highway, adequate provision for addressing any abnormal wear and tear to the highway, and a programme for construction.

(ii) The provision to be made within the site for contractors' vehicle parking during site clearance and construction of the development;

(iii) The provision to be made within the site for a material storage compound during site clearance and construction of the development.

Thereafter, throughout such site clearance and implementation of the relevant phase of development, the approved construction traffic management plan shall be complied with and the approved parking provision and storage compound shall be kept available and used only as such.
Reason: To safeguard the amenities of the locality and in the interests of highway safety and having due regard to policies CS16, CS20, DM10 and DM12 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

7 With the exception of demolition works, no development hereby permitted shall commence on a phase of the development until plans and particulars specifying the layout, depth and capacity of all foul and surface water drains and sewers proposed to serve the same, and details of any other proposed ancillary drainage works/plant (e.g. pumping stations) for that phase have been submitted to and approved in writing by the Local Planning Authority. The surface water drainage scheme for each phase shall specify the measures for ensuring that potential pollutants from the site do not impact the wider water environment. Unless agreed otherwise in writing by the Local Planning Authority, the relevant phase of the development hereby permitted shall not be brought into use prior to the completion of the implementation of all such drainage provision for that phase in full accordance with such plans and particulars as are thus approved by the Authority.
Reason: To safeguard the amenities of the locality and ensure that all such drainage provision is constructed to an appropriate standard and quality to reduce flood risk and protect the wider water environment having due regard to policies CS15, CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

8 The development hereby permitted shall be carried out in accordance with the Biodiversity Enhancement Plan (The Ecology Co-op, October 2019). In addition, prior to the commencement of developing the new industrial units full details of the transplantation of the species-rich grassland containing orchid species and the long term management and maintenance of the translocation area shall be submitted to and approved in writing by the Local Planning. The translocation shall take place in accordance with timing provisions as may be approved as part of the details. The translocation process itself and subsequent management and maintenance of the translocation site shall thereafter take place in accordance with the approved management and maintenance details. The details of the translocation area and its management and maintenance shall also be shown on the detailed landscaping plan required in accordance with condition No.13.
Reason: In the interests of biodiversity and the protection of habitat having due regard to policies CS11 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 the Wildlife and Countryside Act 1981 (as amended) and the National Planning Policy Framework.

9 Prior to the commencement of any specific phase of development approved by this planning permission (other than demolition, site clearance, or any other date or stage in development as may be agreed in writing with the Local Planning Authority), an assessment of the nature and extent of contamination at the relevant part of the site, whether originating from within or outside the curtilage, shall be submitted to and approved in writing by the Local Planning Authority.

The assessment may comprise separate reports as appropriate, but shall be undertaken by competent persons and unless specifically excluded in writing by the

Local Planning Authority, shall include;

1) An intrusive site investigation based on the proposals outlined within the Preliminary Geo-Environmental Risk Assessment Re'-19-0687.01 (section 6.0); to provide sufficient data and information to adequately identify & characterise any physical contamination on or affecting the site, and to inform an appropriate assessment of the risks to all identified receptors.

2) The results of an appropriate risk assessment based upon (1), and where unacceptable risks are identified, a Remediation Strategy that includes;

- appropriately considered remedial objectives,
- an appraisal of remedial &/or risk mitigation options, having due regard to sustainability, and;
- clearly defined proposals for mitigation of the identified risks, and;

3) A verification plan providing details of the data that will be collected in order to
demonstrate that the works set out any Remediation Strategy required under (2) are
complete, identifying any requirements for longer-term monitoring of pollutant
linkages, maintenance of engineered mitigation measures, and arrangements for
contingency action.

All elements shall be adhered to unless agreed in writing by the Local Planning Authority.
Reason: Having due regard to policies CS11 and DM10 of the Havant Borough Adopted Core Strategy (2011) and DM17 of the Havant Borough Local Plan (Allocations) (2014) and the National Planning Framework, Contamination may be present at the site as a result of previous land uses (& / or activities) on site and in the vicinity, that could pose a risk groundwater & local surface waters (ecology), to the proposed buildings, and future occupiers of the site.

10 Prior to the commencement on a phase of the development (excluding demolition and temporary works), a Draft Design Stage Assessment demonstrating that the relevant part of the development will achieve at minimum 'Very Good' against the BREEAM Standard, shall be submitted to and agreed in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.
Reason: To ensure the development contributes to sustainable construction in accordance with policy CS4 of the Havant Borough Local Plan (Core Strategy) 2011.

11 Prior to the commencement of the new industrial units full details of the Electrical Vehicle (EV) Charging points, shall be submitted to and approved in writing by the Local Planning Authority. The details shall demonstrate that EV charging points are provided for the new car parking areas and that the development will accommodate 24 EV charging points. The details shall include the location of the EV charging points and a full specification of the materials to be used externally on the Charging points. Only the materials so approved shall be used, in accordance with any terms of such approval.
Reason: To ensure that the development provides appropriate facilities for Electric Vehicles in the interests of the environment, air quality and that the appearance of the development is satisfactory having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and Policy IN3 of the Pre-Submission Havant Borough Local Plan 2036 and the National Planning Policy Framework

12 Prior to the commencement of any phase of the development measures relative to that phase for the protection of public sewers within 5 metres of any work being carried out shall be submitted to and approved in writing by the Local Planning Authority in consultation with Southern Water. The development shall thereafter be carried out in accordance with the approved measures.
Reason: To ensure the protection of drainage apparatus having due regard to policies CS15 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

13 With the exception of demolition and temporary works, no development hereby permitted shall be commenced on any phase until a more detailed soft landscaping scheme for all open parts of the relevant phase not proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. Such scheme shall specify the proposed finished ground levels in relation to the existing levels, the distribution and species of ground cover to be planted, the positions, species and planting sizes of the trees and shrubs to be planted and/or retained, bulbs and any areas of turfing and seeding and timing provisions for completion of the implementation of all such landscaping works.
The details shall also specify the transplantation area of the species-rich grassland containing orchid species and the long term management and maintenance proposed.

The implementation of all such approved landscaping shall be completed in full accordance with such approved timing provisions. Any tree or shrub planted or retained as part of such approved landscaping scheme which dies or is otherwise removed within the first 5 years shall be replaced with another of the same species and size in the same position during the first available planting season.
Reason: To ensure the appearance of the development is satisfactory and having due regard to policies CS11, CS16 and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

14 With the exception of demolition and temporary works, no development hereby permitted shall commence on any phase until a specification of the materials to be used for the surfacing of all open parts of the site within that phase proposed to be hardsurfaced has been submitted to and approved in writing by the Local Planning Authority. The submitted details shall include:

fully annotated plans at sufficient scale that comprise the proposed range of coloured and textured surfacing treatments, which identify:

- hard surfacing material type / product reference and colour
- laying bond
- edging or kerb detail / type
- Further details on building material specification for the development requiring submission including material type, product reference and colour

The development hereby permitted shall not be brought into use until the implementation of all such hardsurfacing has been completed in full accordance with that specification.
Reason: In the interests of the amenities of the locality and having due regard to policies CS16, and DM8 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

15 Notwithstanding any description of materials in the application, with the exception of demolition and temporary works, no development shall take place until samples or a full specification of the materials to be used externally on the building(s) within that phase have been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour and texture of the materials. Only the materials so approved shall be used, in accordance with any terms of such approval.
Reason: In the interests of the amenities of the locality and having due regard to policy CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

16 Prior to the occupation of any relevant phase of the permitted development, any verification report for that phase required in accordance with condition 9 shall be submitted to and approved in writing by the Local Planning Authority.

The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan, and must demonstrate that site remediation criteria have been met. Where longer-term monitoring of pollutant linkages is identified as being necessary, the report shall clearly set out plans for monitoring, provision for maintenance, relevant triggers and contingency actions (a "long-term monitoring and maintenance plan').

The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: Having due regard to policies CS11 and DM10 of the Havant Borough Adopted Core Strategy (2011) and DM17 of the Havant Borough Local Plan (Allocations) (2014), Contamination may be present at the site as a result of previous land uses (&/or activities) on site and in the vicinity, that could pose a risk groundwater & local surface waters (ecology), to the proposed buildings, and future occupiers of the site.

17 The new industrial units shall not be occupied and the new parking spaces in front of Bay 3 of Building 1000 shall not be used until:

- Details of the design of the proposed barriers; and
- A Management Plan for the proposed traffic barriers within the site;

have been submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented before any of the new industrial units are occupied, or the new parking spaces in front of Bay 3 of Building 1000 are used, whichever is the earlier, and retained in perpetuity.

The traffic barriers shall prevent the new industrial units and parking accessed to the west of the barriers being utilised by vehicles from Langstone Road between 07.30am and 09.00am.
Reason: In the interests of highway safety and operation and having due regard to policies CS20 and DM12 and the National Planning Policy Framework.

18 The new industrial units shall not be brought into use unless and until signage to direct HGV movements as depicted on DTA drawing 20428-05 HGV Routing restrictions has been erected in accordance with the details shown. The signage shall thereafter be retained and maintained unless otherwise agreed in writing by the Local Planning Authority.
Reason: To ensure that HGV movements are directed to limit access from Langstone Road in the interests of traffic flow and highway safety having due regard to policies CS20 and DM12 of the Havant Borough Local Plan (Core Strategy) and the National Planning Policy Framework.

19 Each phase of the development hereby permitted shall not be brought into use unless and until details of cycle storage, in the quantum and position illustrated on drawings 4046C-0110_F and 4046A-200_F, with the exception of those shown for unit 12 are submitted to and approved in writing by the Local Planning Authority.

In relation to unit 12, details of 12 long stay and 5 short stay cycle parking spaces shall be submitted to and approved in writing by the Local Planning Authority. The approved cycle parking provision shall thereafter be provided prior to the relevant phase of the development being brought into use and thereafter maintained in accordance with the approved details.
Reason: To ensure the provision of sustainable transport options and having due regard to policy DM14 of the Havant Borough Local Plan (Core Strategy) 2011 Havant Borough Parking Standards SPD 2016 (as amended) and the National Planning Policy Framework.

20 The Norway Maple trees shown to be felled on the Tree Protection Plan as T41 and T42 and listed in the Arboricultural Method Statement Ref. 1087.bjh Sept 19 shall not be removed until full details and specifications of replacement tree planting for the Norway Maple trees to be felled has been submitted to and approved in writing by the Local Planning Authority. The approved replacement planting shall be carried out in the first planting season following approval of the details. Any trees or shrubs planted or retained in accordance with this condition which are removed, uprooted, destroyed, die or become severely damaged or become seriously diseased within 5 years of planting shall be replaced within the next planting season by trees or shrubs of similar size and species to those originally required to be planted.
Reason: To conserve and safeguard the visual amenities of the locality and having due regard to policies CS11 and CS16 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

21 Within 6 months of any phase of the development first becoming occupied, written documentary evidence proving that the relevant phase has achieved at minimum Very Good against the BREEAM Standard in the form of post construction assessment and certificate as issued by a legitimate BREEAM certification body shall be submitted to the Local Planning Authority for its approval.
Reason: To ensure the development contributes to sustainable construction in accordance with policy CS4 of the Havant Borough Local Plan (Core Strategy) 2011.

22 The car parking, servicing and other vehicular access arrangements shown on the approved plans to serve the development hereby permitted shall be made fully available for use prior to the new industrial units being first brought into use and shall be retained thereafter for their intended purpose, unless alternative arrangements are approved by the local planning authority in the context of a phasing plan pursuant to condition 3.
Reason: In the interests of highway safety and having due regard to policy DM14 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

23 The external sound level emitted from plant, machinery or equipment at the development shall be equal or lower than the representative background sound level, with noise levels assessed (if necessary) in accordance with BS4142:2014 at the nearest and/or most affected noise sensitive premises.
Reason: To protect the amenity of the nearest residential receptors having due regard to policy DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

24 No externally visible or audible plant, machinery or structures required for ventilation or filtration purposes shall be installed at the premises until and unless details of the external appearance and acoustic and odour prevention performance of the same have been submitted to and approved in writing by the Local Planning Authority.
Reason: To safeguard the amenities of the locality and occupiers of nearby property and having due regard to policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

25 Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987, (as amended) and any Town and Country Planning (General Permitted Development) Order, the new industrial buildings hereby permitted shall only be used as flexible B1(c), B2 and B8 uses; and for no other purposes within the Use Classes Order 1987 (as amended).
Reason: To accord with the terms of the application in the interests of amenity and having due regard to Policies CS16 and DM10 of the Havant Borough Local Plan (Core Strategy) 2011 and the National Planning Policy Framework.

26 Notwithstanding the provisions of the General Permitted Development Order (As Amended) no additional first floor mezzanine floorspace shall be created within the development hereby permitted.
Reason: To ensure that adequate car and cycle parking provision is provided on site having due regard to policy DM14 of the Havant Borough Local Plan (Core Strategy) 2011, Havant Borough Council Parking SPD 2016 (partly updated 2019) and the National Planning Policy Framework

Other Important Information:

(1) This notice only relates to the decision of Havant Borough Council as Local Planning Authority under the Town and Country Planning Acts. It does not relate to any other application that may be required under the Building Regulations or under any other Act, Regulation, Byelaw or Order where the Council's approval may be needed. For further guidance as to the need for consent under the Building Regulations please phone 023 9244 6571.

(2) Your attention is drawn to the attached information regarding firstly your right to appeal to the Planning Inspectorate, if you are aggrieved by the Council's decision, and secondly the rights of an owner to, in certain circumstances serve a purchase notice on the Council. See www.planningportal.gov.uk/pcs.

(3) Any failure to adhere to the details of the approved plans, and other documents or to comply with any conditions listed above may lead to enforcement action being taken by the Council. If you wish to depart from the approved details or conditions in any way you should contact the Planning and Development service at the Plaza or by telephoning 023 9244 6015.

(4) In accordance with paragraphs 38-50 of the NPPF Havant Borough Council (HBC) takes a positive and proactive approach and works with applicants/agents on development proposals in a manner focused on solutions by:

- Offering a pre-application advice service, and
- Updating you of any issues that may arise in the processing of your application and where possible suggesting solutions, and,

In this instance:

- You sought and were provided with pre-application advice,

- You were updated about issues after the initial site visit.

(5) This permission was granted subject to a planning obligation agreement made under Section 106 of the Town & Country Planning Act 1990 dated ..... which requires the following:

- Travel Plan requirements
- Access Road and Signage Works
- Right Turn and Roundabout Signage Works Contribution
- Bus Infrastructure Contribution
- Northern Footpath Connection Works
- Footpath 51 Contribution and requirements

(6) The applicant is advised that the Environment Agency have provided the following comments:

Planning permission does not remove the requirement for an Environmental Permit. The Environmental Permitting (England and Wales) Regulations 2016 require a permit to be obtained for any activities which will take place:

- *on or within 8 metres of a main river (16 metres if tidal)*
- *on or within 8 metres of a flood defence structure or culvert (16 metres if tidal)*
- *on or within 16 metres of a sea defence*
- *involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert*
- *in a floodplain more than 8 metres from the river bank, culvert or flood defence structure (16 metres if it's a tidal main river) and you don't already have planning permission.*

For further guidance please visit https://www.gov.uk/guidance/flood-risk-activities-environmental-permits or contact our National Customer Contact Centre on 03702 422549. The applicant should not assume that a permit will automatically be forthcoming once planning permission has been granted, and we advise them to consult with us at the earliest opportunity.

(7) You are hereby requested to ensure that no works or ancillary operations associated with any demolition, excavation, clearance and construction works at the development, which are audible at the site boundary, shall take place on any Sunday or Bank / Public Holiday, nor on any other day except between the following times: Monday to Friday: 08.00 - 18.00 and Saturday: 08:00 - 13.00.
This is in order to protect the occupants of nearby residential properties from noise and vibration nuisance

(8) You are hereby requested to ensure that the Environmental Health Pollution team, at Havant Borough Council are advised in writing as to what measures are to be put in place for the control of any dust that might emanate from the development site.
This is in order to protect the occupants of nearby residential properties from dust pollution.

(9) You are hereby requested to ensure that any external lighting that may be installed on this site, within the grounds or attached to the building, is so positioned so as not to cause nuisance to neighbouring properties.
This is in order to protect the occupants of nearby residential dwellings from light pollution.

(10) The applicant is advised of the comments received from Hampshire Fire and Rescue which can be viewed on the Councils Website at the following address:

https://planningpublicaccess.havant.gov.uk/online-applications/applicationDetails.do?activeTab=documents&keyVal=DCAPR_246448

(11) The applicant is advised that Hampshire County Council as the Local Lead Flood Authority have provided the following advice:

We would also recommend that the applicant is directed to our website http://www3.hants.gov.uk/flooding/hampshireflooding/drainagesystems.htm for further information on recommended surface water drainage techniques.

(12) The applicant is advised of the comments of Southern Water in relation to the proposed development. The consultation responses can be viewed on the Councils website at the following address:

https://planningpublicaccess.havant.gov.uk/online-applications/applicationDetails.do?activeTab=documents&keyVal=DCAPR_246448

(13) The applicant is advised that Hampshire County Council Countryside Access Team have advised that:

i. Nothing connected with the development or its future use should have an adverse effect on the right of way, which must remain available for public use at all times.

ii. There must be no surface alterations to a public right of way without the consent of Hampshire County Council as Highway Authority. To carry out any such works without this permission would constitute an offence under s131 Highways Act 1980.

(14) In relation to the above conditions 'Temporary Works' are defined as "Works that are required between the demolition contractor completing their works and the main contractor commencing their works, including temporary weather protection and support."

Simon Jenkins

Simon Jenkins
Director of Regeneration and Place

TOWN AND COUNTRY PLANNING ACT 1990

NOTIFICATION TO BE SENT TO AN APPLICANT WHEN A LOCAL PLANNING AUTHORITY REFUSE PLANNING PERMISSION OR GRANT IT SUBJECT TO CONDITIONS

- These notes are for information only and do not purport to set out the law on the subject.
- Only the applicant possesses the right of appeal.

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

- If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice and you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of this notice.

- If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within 28 days of the date of service of the enforcement notice, or within 6 months [12 weeks in the case of a householder appeal] of the date of this notice, whichever period expires earlier.

- If this is a decision to refuse planning permission for a householder application and you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice.

- If this is a decision to refuse planning permission for a minor commercial application and you want to appeal against your local planning authority's decision then you must do so within 12 weeks of the date of this notice.

- If this is a decision to refuse express consent for the display of an advertisement and you want to appeal against your local planning authority's decision then you must do so within 8 weeks of the date of receipt of this notice.

- If this is a decision to refuse consent to work on a tree which is subject to a Tree Preservation Order and you want to appeal against your local planning authority's decision then you must do so within 28 days of the date of this notice.

- If this is a decision to refuse any other type of application and you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice.

- **Appeals can be made online at:** https://www.gov.uk/planning-inspectorate.
  If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

- The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

If you intend to submit an appeal that you would like examined by inquiry, then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

Our Ref: APP/19/00703

IMPORTANT NOTICE FOR APPLICANTS WITH REGARD TO BUILDING REGULATIONS

This notice only relates to the decision of Havant Borough Council under the Town and Country Planning Acts. It does not relate to any other application that may be required any other Act, Regulation, Byelaw or Order where the Council's approval may be needed.

For further guidance as the need for consent under the Building Regulations, please telephone Havant Borough Council's Building Control team on:

023 9244 6571

Our Ref: APP/19/00703

APPENDIX THREE

PLAN 1

[redacted]

[redacted]

[redacted]

Notes

This drawing may be scaled for the purposes of Planning Applications, Land Registry and for Legal plans where the scale bar is used, and where it verifies that the drawing is an original or an accurate copy. It may not be scaled for construction purposes.
Always refer to figured dimensions. All dimensions are to be checked on site. Discrepancies and/or ambiguities between this drawing and [redacted]ation given elsewhere must be reported immediately to this office [redacted]rification before proceeding. All drawings are to be read in [redacted]nction with the specification and all works to be carried out in [redacted]dance with latest British Standards / Codes of Practice.

KEY

APPLICATION AREAS

Rev	Date	Init	Notes	Chkd
A	08.06.20	JF	Drawing Issue	IJ

North

20 0 20 40 60 80 100

SCALE 1:2000 m

Client

[redacted]

13544

Drawing

AWW

London - 106 Weston Street London
Bristol - Rivergate House, Bristol, BS1
Plymouth - East Quay House, Plymouth, PL

RIBA Chartered Practice

www.aww-uk.com

Project Title

Langstone Technology Park

Drawing Title

S106 Application Plan - Land

Scale	Sheet	Drawn	Checked	Date
1:2000	A3	JF	IJ	08.06.20

Status	Project No	
PLANNING	4046	
Drawing Reference	Drawing No.	Revision
	0171	A

APPENDIX FOUR

PLANS

[redacted]

[redacted]

Notes

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Always refer to figured dimensions. All dimensions are to be checked on site. Discrepancies and/or ambiguities between this drawing and information given elsewhere must be reported immediately to this office for clarification before proceeding. All drawings are to be read in conjunction with the specification and all works to be carried out in accordance with latest British Standards / Codes of Practice.

[redacted]LAND

Rev	Date	Init	Notes	Chkd
A	08.06.20	JF	Drawing Issue	IJ

North

20 0 20 40 60 80 100

SCALE 1:2000 m

Client

[redacted]

13544

Drawing Or

AWA

London - 106 Weston Street Lo
Bristol - Rivergate House, Bristol, B
Plymouth - East Quay House, Plymou

RIBA Chartered Practice

Project Title

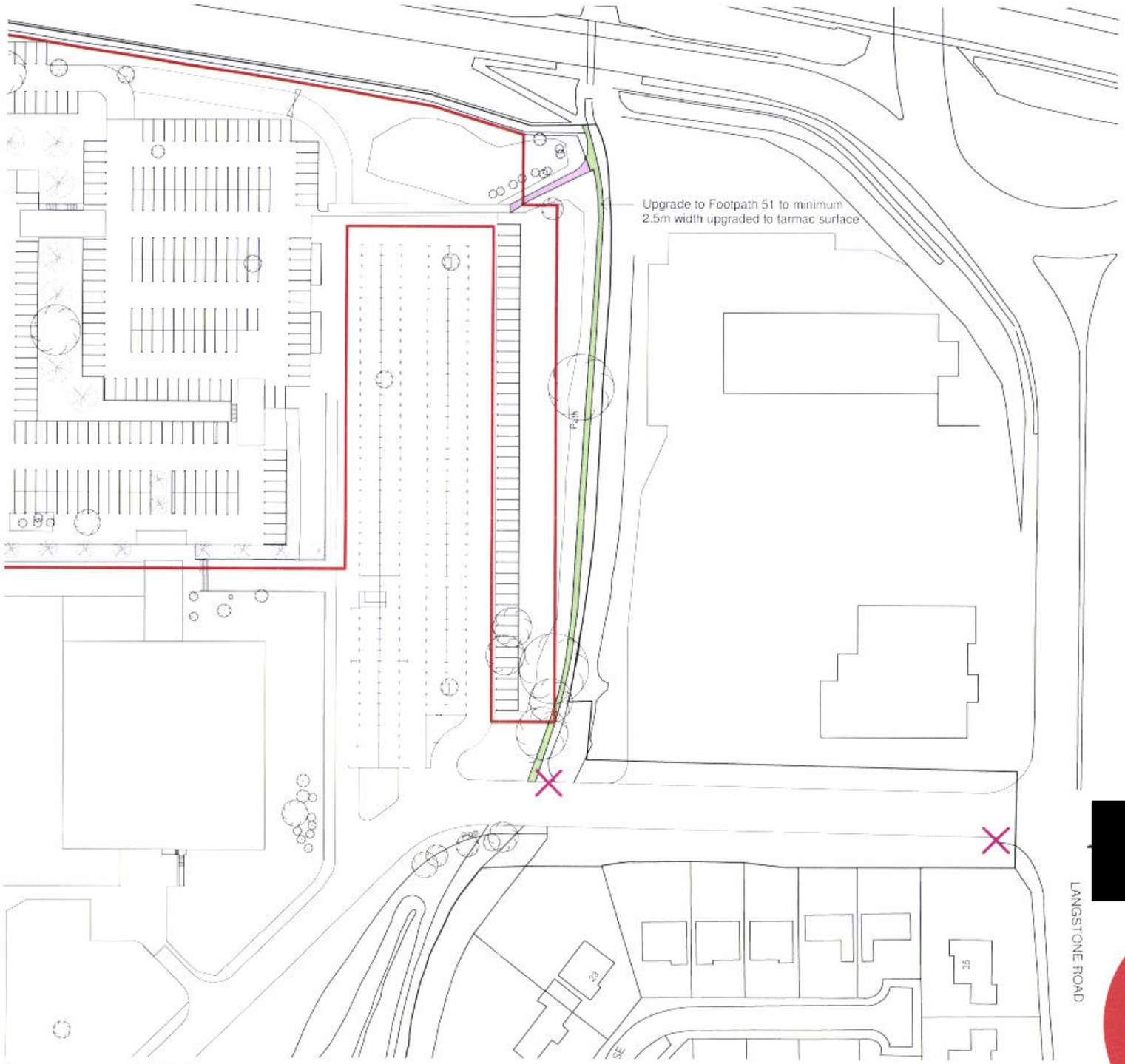
Langstone Technology Park

Drawing Title

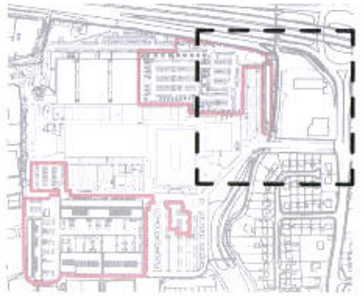
S106 Application Plan - Industrial Land

Scale	Sheet	Drawn	Checked	Date
1 : 2000	A3	JF	IJ	08.06.20

Status	Project No	
PLANNING	4046	
Drawing Reference	Drawing No.	Revision
	0172	A



Improvement Works
1 : 1000



Key Location Plan
1 : 10000

Notes

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Always refer to figured dimensions. All dimensions are to be checked on site. Discrepancies and/or ambiguities between this drawing and information given elsewhere must be reported immediately to this office for clarification before proceeding. All drawings are to be read in conjunction with the specification and all works to be carried out in accordance with latest British Standards / Codes of Practice.

[redacted]

KEY

- APPLICATION AREAS
- NORTHERN FOOTPATH CONNECTION WORKS
- FOOTPATH 51 IMPROVEMENT WORKS
- ACCESS ROAD SIGNAGE WORKS (2 NO.)

B	25.06.20	JF	Note to Footpath 51 added.	IJ
[redacted].06.20		JF	Drawing Issue	IJ
		Init	Notes	Chkd

North

10 0 10 20 30 40 50
SCALE 1:1000 m

Client

[redacted]

13544

Drawing Or

AWW

London - 105 Weston Street
Bristol - Rivergate House, Bris
Plymouth - East Quay House, E

RIBA Chartered Practice

Project Title
Langstone Technology Park

[redacted]

37/2097

Drawing Title
S106 Application Plan - Improvement Works

Scale	Sheet	Drawn	Checked	Date
As indicated	A3	JF	IJ	08.06.20

Status	Project No.	
PLANNING	4046	
Drawing Reference	Drawing No.	Revision
	0173	B

IN WITNESS of which this document has been duly executed as a deed and delivered on the date stated at the beginning of this document

EXECUTED as a **DEED** by affixing

THE COMMON SEAL of

THE COUNCIL OF THE BOROUGH OF HAVANT

in the presence of:

13544



[redacted]

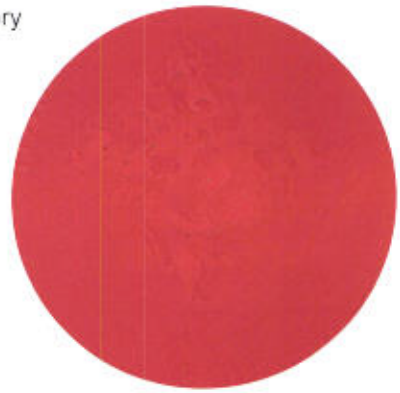
Authorised Signatory

EXECUTED as a **DEED** by affixing

THE COMMON SEAL of

HAMPSHIRE COUNTY COUNCIL

in the presence of



[redacted]

Authorised Signatory

DAVID KELLY.

Name

Authorised Signatory.

Position

Executed as a Deed for and on behalf of AG LANGSTONE B.V. by,

[redacted]

Name: Robert W. Tieskens

Title: Authorised Signatory